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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 03, 2013

20 December 3, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD FOUR GENERAL RELIEF OPPORTUNITIES FOR WORK
PROGRAM JOB SERVICES CONTRACTS
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks to execute contracts with four agencies for the provision of General Relief Opportunities for Work (GROW) Job Services. The new contracts will allow DPSS to continue to provide services to the County's General Relief (GR) population. The current contracts expire December 31, 2013.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS or her designee to prepare and execute contracts substantially similar to Enclosure I, with the four agencies in the amounts designated in Enclosure II, effective January 1, 2014, through December 31, 2016. The cost of the four contracts for the three-year term is \$23,195,055. The annual cost of \$7,731,685 is financed with CalFresh Employment and Training (CFET) funds and with net County cost (NCC), in annual amounts of approximately \$3,556,575 and \$4,175,110, respectively. The cost for Fiscal Year (FY) 2013-14 is included in the Department's FY 2013-14 Budget and will be included for subsequent FYs in the Department's Budget requests.
2. Delegate authority to the Director of DPSS or her designee to prepare and execute amendments to the GROW Job Services contracts for: (1) instances which affect the scope of work, term, contract sum, payment terms, or any term or condition in the contract; (2) additions and/or changes required by the Board or the Chief Executive Office (CEO); (3) changes to be in compliance with applicable County, State or federal regulations; or (4) increases or decreases of no more than ten percent of the original contract amounts based on contractors' performance, community needs, and funding

availability. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director of DPSS will notify the Board within ten business days of executing such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current GROW Job Services contracts expire December 31, 2013. The proposed contracts will include a specialized Job Club for GROW transition aged youth 18-24 years old to be implemented County-wide. The recommended action will also allow DPSS to continue providing vital job services to the County's GROW Program participants to help obtain jobs and achieve self-sufficiency.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #1 – Operational Effectiveness to maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The total maximum cost of the GROW Job Services contracts for the three-year term is \$23,195,055 which includes \$540,000 in possible bonuses. These costs are partially offset by federal revenue allocated for the CFET Program.

The annual cost is \$7,731,685. The CFET revenue is estimated at \$3,556,575. The remaining funding will be NCC. The NCC is estimated at \$4,175,110. The contract amount for FY 2013-14, for the six-month period of January 1, 2014, through June 30, 2014, is \$3,865,843 and for FY 2014-15 and FY 2015-16 it is \$7,731,685 annually. The cost for FY 2016-17, the six-month period of July 1, 2016, through December 31, 2016, is \$3,865,843.

Funding for these contracts is included in the Department's FY 2013-14 Budget and will be included for subsequent FYs in the Department's Budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

GROW is the County's Welfare-to-Work program for employable GR participants. Under the GROW Job Services contracts, contractors will provide an Orientation workshop to GR applicants to explain the GROW Program and the benefits of working.

Contractors will also provide a three-week Job Readiness Training class to GROW participants. The first week is a seminar covering motivation and self-esteem building, self-sufficiency concepts, goal setting, strategies for seeking employment, completing a job application, preparing a resume, interviewing techniques and life skills topics; followed by two weeks of supervised job search.

Contractor performance will be measured by the percentage of GROW participants who attain employment.

The contracts will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The contractors are in full compliance with all Board, CEO, and County Counsel requirements.

The CEO and County Counsel have reviewed this Board letter. The contract, (Enclosure I) was approved as to form by County Counsel.

CONTRACTING PROCESS

On July 3, 2013, DPSS released a Request for Proposals (RFP) for GROW Job Services. The RFP was advertised in the following newspapers: Antelope Valley Press, Long Beach Press Telegram, La Opinion, Los Angeles Times, and San Gabriel Valley Tribune. Announcements were mailed to over 449 agencies on the DPSS bidders' list. The RFP was also posted on the "LA County Doing Business with Us" website and the "DPSS Contract Opportunities" website.

For purposes of the RFP, the County was divided into six service areas, each including two or three DPSS GROW offices. Agencies were instructed to submit a separate proposal per service area. The RFP limited contract award to a maximum of two service areas per agency.

DPSS received 14 proposals from seven agencies. One agency which submitted two proposals was disqualified for not meeting the minimum requirements. In accordance with County Protest Policy, the disqualified agency was provided the opportunity to request a Disqualification Review. A DPSS manager not involved in the RFP reviewed the disqualification and denied the agency's request for a Disqualification Review as the agency did not assert that the Department's determination of disqualification was erroneous. A second agency withdrew their two proposals.

The remaining ten proposals from five agencies were provided to the Evaluation Committee for the evaluation and scoring of each proposal. The Evaluation Committee utilized the informed averaging process, scoring each proposal according to the criteria set forth in the RFP.

Based on the result of the evaluation of the proposals, DPSS is recommending that the contracts be awarded to four agencies, as listed in Enclosure II. The agency not recommended for contract award was provided a debriefing on their proposal. The agency did not submit a protest.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will enable DPSS to provide uninterrupted beneficial job services to GROW participants. These services enable participants to overcome barriers and move toward self-sufficiency. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Executive Office, Board of Supervisors, is requested to return one adopted stamped Board letter to the Department of Public Social Services.

The Honorable Board of Supervisors

12/3/2013

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Respectfully submitted,

A handwritten signature in cursive script, reading "Sheryl L. Spiller".

SHERYL L. SPILLER

Director

SLS:mpb

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Officer



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR NAME)

FOR

GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW)
JOB SERVICES

CONTRACT PROVISIONS

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**CONTRACT BETWEEN
THE COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND
(CONTRACTOR'S NAME)
FOR
GROW JOB SERVICES**

This Contract and Exhibits is made and entered into this ____ day of _____, 2013 by and between the County of Los Angeles, hereinafter referred to as County and (Contractor's Name) Association hereinafter referred to as Contractor. Contractor is located at _____.

RECITALS

WHEREAS, Section 17000.6(f) of the Welfare and Institutions Code permits counties to continue the General Relief Mandate relief grant level if they provide a mandatory Welfare-to-Work Program equivalent to that provided to CalWORKs recipients; and

WHEREAS, this Contract is further authorized by California Government Code Section 26227 and 31000, Welfare and Institutions Code, Section 11320 et. Seq.; and

WHEREAS, Contractor desires to provide the General Relief Opportunities for Work (GROW) Job Services and is qualified by reason of experience, preparation, organization, staffing and facilities to provide the required GROW Job Services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, and W are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Exhibit B - Technical Exhibits
- 1.3 EXHIBIT C - Contractor's Line Item Budgets
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - Contract Administration – County
- 1.6 EXHIBIT F - Contract Administration – Contractor
- 1.7 EXHIBIT G - Jury Service Ordinance
- 1.8 EXHIBIT H - Safely Surrendered Baby Law
- 1.9 EXHIBIT I - Charitable Contributions Certification
- 1.10 EXHIBIT J - Contractor's Nondiscrimination in Service Certification
- 1.11 EXHIBIT K - Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lowered Tiered Covered Transaction (45 C.F.R 76)
- 1.12 EXHIBIT L - Certification of No Conflict of Interest
- 1.13 EXHIBIT M - Familiarity of County Lobbyist Ordinance Certificate
- 1.14 EXHIBIT N - Attestation of Willingness to Consider GAIN/GROW Participants
- 1.15 EXHIBIT O - Contractor, Employee and Non-Employee Acknowledgement & Confidentiality Agreements
- 1.16 EXHIBIT P - County of Los Angeles Contractor Employee Jury Service Program Certification Form & Application for Exception
- 1.17 EXHIBIT Q - IRS Notice 1015- Earned Income Credit
- 1.18 EXHIBIT R - Defaulted Property Tax Reduction Program
- 1.19 EXHIBIT S - Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 1.20 EXHIBIT T - Criminal Conviction Information Notice and Certification

- 1.21 EXHIBIT U - Sample Monthly Invoice
- 1.22 EXHIBIT V - Sample Reconciliation Invoice
- 1.23 EXHIBIT W - Sample Bonus Invoice

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8.1, Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Acceptable Quality Level (AQL):** A measure to express the allowable leeway or variance from a Contract standard before the County will reject a specific service. An AQL does not imply that Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.
- 2.2 **Advanced Earned Income Tax Credit (AEITC):** The AEITC is the tax credit designed to supplement the wages of low to moderate-income workers with no cost to the employer.
- 2.3 **Ancillary Expenses:** Ancillary or work-related expenses provided to Participants as needed, to enable them to participate in GROW activities and/or accept employment opportunities. This includes transportation and other employment related needs, including, but not limited to uniforms, shoes, tools, etc. Education and training costs such as books, fees and supplies, are also available.
- 2.4 **Barriers:** Personal or other problems/issues that interfere with participation in the Welfare-to-Work program and employment. Barriers can be temporary or long term.
- 2.5 **Board of Supervisors:** The Board of Supervisors is the governing body of the County of Los Angeles.
- 2.6 **Business Days:** For the purpose of this Contract, business days shall be defined as Monday through Friday.

- 2.7 Career Goal Plan:** Is an action plan where Participants can identify their long and short-term occupational goals, as well as their educational and training goals. (Refer to Statement of Work (SOW), Section 1.2.10)
- 2.8 Case Number:** A unique seven-digit number that identifies a participant's General Relief DPSS record. The number may or may not have a four-digit prefix designating the responsible County and an aid category.
- 2.9 Clothes Boutique:** Is a designated area/room that stores quality, new and recycled men's and women's professional attire and accessories for Participants, who cannot afford professional attire while attending Job Readiness Training (JRT) and/or seeking employment. Los Angeles County Office of Education (LACOE), DPSS Program Support Contractor, provides clothing for the Clothes Boutique through its partnership with "Clothes The Deal."
- 2.10 Contract:** This Agreement that is a formal legally binding agreement executed between the County and Contractor for services described herein.
- 2.11 Contract Discrepancy Report (CDR):** A report used by the Quality Assurance Evaluator to record Contract information regarding discrepancies or problems with Contractor's performance. If Contractor's performance is determined to be unsatisfactory, the CCA is required to forward the CDR to Contractor for a response.
- 2.12 Contract Management Division (CMD):** The Department of Public Social Services' (DPSS) division responsible for the Contract.
- 2.13 Contract Program Monitor (CPM):** The person designated by County with responsibility to monitor, audit and evaluate any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.14 Contractor:** (Contractor's Name)
- 2.15 Contractor's Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.16 Contractor Quality Control Plan:** Those actions taken by Contractor to ensure that delivery of services is in conformance with the requirements of the Statement of Work.
- 2.17 County Quality Assurance Plan:** Those actions taken by County to check goods or services listed on the Performance Requirement Summary (PRS) to determine that they meet the requirements of the Statement of Work.
- 2.18 County Contract Administrator (CCA):** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for

inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

- 2.19 County Contract Manager (CCM):** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA.
- 2.20 County Office of Education:** The Los Angeles County Office of Education (LACOE).
- 2.21 County's Information Technology Division (ITD) staff:** The County's division responsible for providing technical support to DPSS.
- 2.22 Day(s):** Calendar day(s) unless otherwise specified.
- 2.23 Department of Public Social Services (DPSS):** The County department responsible for providing social and financial services to eligible persons in the County of Los Angeles. This department is required by the California Department of Social Services (CDSS) to provide services which assist recipients of CalWORKS and GR to qualify for, locate and retain appropriate unsubsidized employment through the GAIN/GROW Programs.
- 2.24 Director:** The Director of DPSS, County of Los Angeles, or his/her authorized representative(s).
- 2.25 Earned Income Tax Credit (EITC):** A federal tax credit issued as an payment to low to moderate income workers as encouragement to work.
- 2.26 Fiscal Year (FY):** The 12 month period beginning July 1st and ending the following June 30th.
- 2.27 Flex:** Concurrent Job Readiness Training or supervised job search provided concurrently with another activity, or to supplement a Participant's part-time job that is less than 20 hours per week.
- 2.28 Full-Time Employment:** Working at least 32 hours per week, in a job which pays a salary that at least equates to the federal minimum wage, or the State minimum wage, whichever is higher.
- 2.29 General Educational Development (GED) Level:** The educational level attained through formal or informal learning in lieu of a high school diploma.
- 2.30 General Relief (GR):** a County-funded program that provides assistance to indigent adults who are ineligible for federal or State programs.
- 2.31 General Relief Opportunities for Work (GROW) Program:** An employment services program with the goal of preparing Los Angeles

County employable GR recipients and volunteers to seek and obtain full-time unsubsidized employment.

- 2.32 GROW Participants:** GR participants who, through participation in GROW, are offered a wide range of services designed to help them transition from welfare dependency to employment. GROW Participants are screened individuals who are ready for employment and are willing to accept entry level positions which will give them work experience and the opportunity for advancement. Throughout this Contract, Participant(s) refers to GROW Participant(s).
- 2.33 GROW Case Manager:** DPSS staff who directly provide case management services to GROW Participants.
- 2.34 GROW Site:** There are 14 GROW Sites that serve 14 GR Districts located throughout County of Los Angeles.
- 2.35 Job Developer:** Contractor and/or County staff who assist Participants in finding employment by networking with local businesses to locate employment opportunities, referring Participants to employers with job openings that match their qualifications, and disseminating job opening information to County/contracted staff.
- 2.36 Job Development Services:** An activity consisting of 1) the identification and creation of employment opportunities for Participants, and 2) employment-seeking assistance provided to the Participant, on a one on one basis, by a person who has been trained or has experience as an employment counselor.
- 2.37 Job Placement:** The initial employment of a Participant in a particular full-time or part-time job.
- 2.38 Job Placement Rate:** The Job Placement Rate shall be the ratio of the Job Placement count to the Job Readiness Training starts each month. The monthly rate shall be calculated by dividing the Job Placement Count by the number of Job Readiness Training starts. Participants who start a session that extends beyond the start month shall be included in the calculation of the Job Placement Rate. Participants who start Job Readiness Training but who are excused from completing it by their Case Manager will not be included in the calculation. Additionally, Participants who do not possess a valid form of California Identification (ID) and Social Security card will be excluded from this count. The "placement window," begins on the first day of the Job Readiness Training session and ends 60 days following the start date of the Job Readiness Training.
- 2.39 Job Readiness Training (JRT):** A three-week, 20 hours per week, and four hours per day activity, consisting of one week job skills workshop and two weeks of supervised/structured daily job search and job development

activities. The goal of Job Readiness Training is for Participants to search for and obtain employment.

- 2.40 Job Services:** Services for Orientation and Job Readiness Training as specified under this Contract.
- 2.41 MAPPER:** (Maintaining Preparing and Producing Executive Reports) – computer system used to create; update and track the participation of GROW Participants and store Participant’s information, while maintaining a high degree of data integrity.
- 2.42 Master Application:** Serves as a template where all the relevant data such as name, address, education, and previous work history that is found on most job applications is stored and from which a person can later copy information from when submitting job applications.
- 2.43 Master Resume:** Is a document that lists and describes the individual’s experience, accomplishments, and training. Master resumes allow an individual to organize the different sections of the resume in a clear way, and provides flexibility to change information and customize it for a specific job the person is applying for.
- 2.44 Monthly Management Report (MMR):** A group of reports provided monthly to the CCA by the Contractor’s Contract Manager. The MMR provides details of the Contract functions performed. Format and content of the management report must be approved by County.
- 2.45 Orientation:** Orientation is a one to two hour presentation that provides Participants with an overview of the GROW Program, its services, participation requirements, and the benefits of employment. Attending Orientation is a condition of GR eligibility.
- 2.46 Outcome Measure:** Result, accomplishment, or impact of a social service program; examples are, what change took place in the participant and did the participant obtain employment?
- 2.47 Output Measure:** A measure of service volume; the amount of service or product produced by a contractor; the number of Participants that complete treatment or receive full complement of services.
- 2.48 Part-Time Employment:** Working a minimum of 20 hours but less than 32 hours per week in a job for wages which would at least equate to the federal minimum wage or to the State minimum wage, whichever is higher.
- 2.49 Performance Indicators:** Characteristics which can be identified objectively to establish the performance of activities and services to the required standards.
- 2.50 Performance Measures:** May be either an Outcome Measure or an Output Measure, or a combination of both.

- 2.51 Performance Requirements Summary Chart (PRS):** Identifies and summarizes the key performance indicators of the Contract that will be evaluated by County to assure Contract performances are met by Contractor and is set forth in Exhibit B - Technical Exhibit 1.
- 2.52 Quality Assurance Monitoring Plan (QAMP):** The plan developed by the County, specifically for this Contract, to monitor compliance with the Contract.
- 2.53 Regional Occupational Program (ROP):** Provides occupational and career preparation services to prepare youth (16 years of age and older) and adults for successful careers in response to the needs of the local labor market. The Los Angeles County ROP is a collaborative of the Los Angeles County Office of Education and members Districts.
- 2.54 Resource Center:** An area with computers, telephones, fax machines, and publication/bulletin boards that is accessible to the GROW Participants to conduct their job search activities. The Resource Room includes information for referrals to other types of assistance and resources that will help Participants remove barriers to employment.
- 2.55 Self-Sufficiency:** A level at which Participants have the skill and ability to be economically independent and have obtained a steady source of income, which removes the need for welfare assistance.
- 2.56 Service Area:** The 14 GROW sites are divided into 6 Service Areas in order to divide the GROW caseload.
- 2.57 Standard:** The acceptable level of performance set in this Contract for Contractor's performance of service or activity. These standards are set forth in Exhibit B - Technical Exhibit 1.
- 2.58 Intentionally Omitted.**
- 2.59 Supervised Job Search:** An organized method of seeking work which may include: accessing the phone banks, the internet, job orders and direct referrals to employers in a clean and well lighted place, which is overseen, reviewed and critiqued by a person who has been trained or has experience as an employment counselor.
- 2.60 Supportive Services:** Services available to Participants to enable them to participate in GROW activities such as Mental Health, Substance Abuse and Domestic Violence. Other supportive services include Homeless Court and Expungement, which assist eligible Participants in clearing criminal backgrounds that may affect their ability to find employment.
- 2.61 Unsupervised Job Search:** An activity in which the Participant independently seeks employment and is required to make periodic progress reports.

- 2.62 Welfare Fraud:** The willful and criminal deception intended to obtain funds from County. The most common type of fraud is the participant's failure to report his/her income. This included earnings from employment and unearned income; e.g., child support, unemployment benefits, disability benefits, etc.
- 2.63 Workforce Investment Act (WIA):** The Workforce Investment Act (WIA) of 1998 provides the framework for a unique national workforce preparation and employment system designed to meet both the needs of the nation's businesses and the needs of job seekers and those who want to further their careers. Participants are eligible for and are encouraged to utilize WIA services.
- 2.64 Work Source/One-Stops Centers:** Full-service career centers located throughout the County. They provide access to job listings, help with preliminary skill assessments, information about local education and training providers, current labor market information, and help with filing claims for unemployment insurance. Most WorkSource centers have technology resource centers with phones, fax machines, computers and copiers.
- 2.65 Volunteer Participants:** General Relief Participants who, due to physical/mental health disabilities, advanced age (60 or older), or other reasons that prevent their participation in work activities, are not required to participate in GROW, but who opt to participate on a voluntary basis. Volunteers are not subject to financial penalties or time limits.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3** Contract shall serve the following GROW Service Area(s):

Service Area	GR District/GROW Office

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be three years effective January 1, 2014 through December 31, 2016, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3** The Contractor shall notify DPSS when this Contract is within six months from the expiration of the term as provided for herein above. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit E – Contract Administration-County.

5.0 CONTRACT SUM

5.1 Maximum Contract Amount

The maximum compensation amount for the three-year term of January 1, 2014 through December 31, 2016 is \$_____, including \$_____ for bonuses (Maximum Contract Amount).

Each Fiscal Year (FY) is subject to the following annual maximum amounts:

	<u>Services</u>	<u>Bonus</u>
FY 2013-14 (Jan. 1, 2014 – June 30, 2014)	\$ _____	\$ _____
FY 2014-15: (July 1, 2014 – June 30, 2015)	\$ _____	\$ _____
FY 2015-16: (July 1, 2015 – June 30, 2016)	\$ _____	\$ _____
FY 2016-17: (July 1, 2016 – Dec. 31, 2016)	\$ _____	\$ _____

- 5.1.1** Contract expenditures that exceed the Maximum Contract Amount or the annual maximum shall not be reimbursed by County and shall become the fiscal responsibility of Contractor.
- 5.1.2** Supplemental Nutrition Assistance Program (SNAP) funds are used to partially fund this Contract. To maintain the integrity of the Federal Fiscal Year (FFY), only costs incurred from October 1st through September 30th of each FFY, will be reimbursed for this Contract period.
- 5.1.3** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to

performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.1.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75 percent of the total Contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit E – Contract Administration - County.

5.2 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.3 Basic Compensation

The fixed monthly fee for all services (Orientation and Job Readiness Training) shall be as follows:

GROW Service Area	Total Monthly Fixed Fee

Payments for Orientation and Job Readiness Training (JRT) services will be made monthly in arrears provided that Contractor is not in default under any provisions of the Contract and has submitted a complete and accurate invoice, with documentation attached, supporting the invoice.

5.3.1 In the event, the County determines that based on the GROW participant caseload, the number of Orientation and JRT class

sessions described in Exhibit A - Statement of Work, shall be reduced, the basic compensation fixed monthly fee, shall be reduced accordingly. A contract Amendment shall be executed to reduce the Contract Maximum, the annual maximums and the fixed monthly fee.

5.4 Job Placement Bonus

- 5.4.1** Contractor shall be eligible for a quarterly bonus payment for job placements as follows:

\$250 quarterly bonus for each placement above 20 percent per GROW Site.

The Sample Bonus Invoice, Exhibit W, shall be used to submit an invoice for the bonuses. Documentation for all placements must accompany the Bonus Payment Invoice which includes, but is not limited to, the name and LEADER number of the Participants placed into employment and verification of employment. The Participant must be employed, working at least 20 hours per week, in a job which pays the federal minimum wage, or the State minimum wage, whichever is higher. The “placement window,” begins on the first day of the JRT session and ends 60 days following the start date of JRT.

- 5.4.2** In the event any of the Participants for which the bonus payment was received, becomes unemployed and is approved for General Relief aid in less than 30 days from the employment start date, a fiscal deduction of \$50 shall be assessed for each Participant.

5.4.3 Bonus Funds for Government Agencies

The Job Placement Bonus funds earned by Contractors who are Government Agencies shall be used to expand or enhance GROW Job Services as follows:

- 5.4.3.1** Contractor is eligible to earn the Job Placement quarterly bonus payment contingent upon Contractor’s plan to use the bonus funds to expand and/or enhance services to Participants. The payment will only be paid for special projects or program enhancements that are consistent with the scope of this Contract, under the following conditions.
- a. Contractor must provide a short, written special purpose expenditure proposal to submit for County approval along with the Bonus Invoice by the 15th calendar day of the following month after the end of the quarter.

- b. Contractor must receive prior County approval of the special project or program enhancement use of Bonus funds.
- c. Payment for this special project or program enhancement shall not exceed the amount earned as credit and will be processed within 30 days after the expenditure proposal approval.

5.4.4 Job Placement Bonus payments are not subject to the Section 5.9, Unspent Funds – Non-Profit Agencies.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare and submit an original and one copy of the monthly invoice of Orientation and JRT services, Exhibit U, Sample Monthly Invoice, to the Invoice CCA designated in Exhibit E, Contract Administration - County. Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be provided in Section 5.3, Basic Compensation and Section 5.4 Job Placement Bonus, hereunder.

5.5.2 The Contractor's invoices shall be priced in accordance with Section 5.3 Basic Compensation and Section 5.4 Job Placement Bonus, hereunder.

5.5.3 Each invoice shall be supported by attendance logs and any other back-up documentation to validate the invoice amount. The documentation of Orientation and JRT services shall include, but not limited to, the following:

Monthly Management Report (Reference Exhibit B - Technical Exhibit 17)

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of services.

5.5.5 Intentionally Omitted

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the CCA prior to any payment thereof. In no event shall the County be liable or responsible for any payment

prior to such written approval. Approval for payment will not be unreasonably withheld.

- 5.5.7** County may delay the last payment due hereunder up to six months after the termination of the Contract. Contractor shall be liable for payment on 30 calendar days written notice of any offset authorized by the County, not deducted from any payment made by the County to the Contractor.

5.6 Job Placement Performance Deductions

- 5.6.1** Contractor is expected to maintain an acceptable Job Placement Rate Standard by Service Area of at least 15 percent per quarter. Contractor's "placement window" is 60 calendar days after the first day of JRT.
- 5.6.2** If the Contractor's Job Placement Rate for employment by Service Area in the quarter falls below the Job Placement Rate Standard, a fiscal deduction of one percent of the Contractor's monthly Service Area fee may be assessed.
- 5.6.3** Commencing with the second month of the Contract, the Contractor's performance will be monitored no less than quarterly, but maybe more frequently and the Contractor may be assessed a fiscal deduction for failure to meet the required Job Placement Rate as set forth in Subsection 5.6.1 above.

5.7 Job Placement Monitoring

County will reconcile monthly each Contractor's job placement to its JRT sessions and against County data to determine whether a fiscal deduction is warranted or a bonus payment should be authorized as set forth in Subsections 5.6.3 and 5.4, respectively.

[SECTION 5.8 WILL BE INCLUDED FOR CONTRACTORS THAT ARE PUBLIC/GOVERNMENT AGENCIES.]

5.8 Quarterly Reconciliation for Actual Cost – Public/Government Agencies

5.8.1 Reconciliation Invoices

Contractor shall submit quarterly reconciliation invoices representing actual costs. The County shall reconcile the monthly compensations to the quarterly reconciliation invoices as outlined below.

- 5.8.1.1** County shall reconcile Contractor's monthly invoices quarterly. Contractor shall submit an original Sample Reconciliation Invoice, Exhibit V, to the CCA within

30 calendar days following the end of each quarterly reconciliation period. The Reconciliation Invoice shall detail actual cost expenditures of the Contractor for the prior Contract quarter. The first Reconciliation Invoice of this Contract shall cover the first three-month period of direct services to GROW Participants.

5.8.1.2 Contractor shall include with the Reconciliation Invoice the detailed line item support documentation to validate the Reconciliation Invoice amounts, in accordance with Exhibit C, Contract Budget Item Budgets, which includes but is not limited to the following.

- a. Administrative costs and support services costs,
- b. Personnel expenditures itemized by pay classification, e.g., certificated salaries, classified salaries, etc.
- c. Contract expenditures not listed above shall be listed separately, e.g., fringe benefits, supplies, equipment, and any other information found necessary by Contractor or County.
- d. Any prorated cost(s) pursuant to above shall be clearly identified on the Reconciliation Invoice.

5.8.2 Reconciliation Adjustments to the Monthly Payment

County shall adjust the following month's invoice payments to correct any discrepancy if the monthly payments differ from actual cost expenditures reported. Reconciling adjustments will be handled in accordance to the following provisions:

5.8.2.1 If the quarterly reconciliation finds that County's dollar liability was more than payments made by the County to Contractor, or that County's dollar liability for such services is less than payments made by County to Contractor, then County shall either credit or deduct the difference against the following month's payment hereunder to Contractor.

5.8.2.2 County has the discretion of not making payments for months subsequent to the month in which a Reconciliation Invoice is due, until the reconciliation has been processed by County.

- 5.8.2.3** In no event shall County's maximum obligation under this Contract exceed the funds appropriated by County for the purpose of this Contract for each Fiscal Year of the Contract.

[SECTION 5.9 WILL BE INCLUDED FOR CONTRACTORS THAT ARE NON-PROFIT AGENCIES.]

5.9 Unspent Funds – Non-Profit Agencies

- 5.9.1** At the end of each Fiscal Year (FY) and at the end of the Contract term, any excess funds and interest the Contractor has accumulated for the provision of Job Services are to be treated as Unspent Funds.
- 5.9.2** At the County's sole discretion, these Unspent Funds may be retained by the Contractor to fund enhanced program related services but not the services already being provided by the Contractor. The use of the Unspent Funds must be reasonable and allowable.
- 5.9.3** Contractor shall be responsible for tracking all Contract Payments and expenditures for the program, including submission of the following:
- 5.9.3.1** An Expenditure Report on Contract revenues versus expenditures for each FY must be submitted to DPSS CMD on July 31st following the end of each FY and no later than one month after the end of the Contract term. Any revisions to the Expenditure Report shall be submitted to CMD no later than ten calendar days after submission of the original report. The purpose of the Expenditure Report is to identify the amount of Unspent Funds and its earned interest. The Expenditure Report will be reviewed by the County.
- 5.9.3.2** The County reserves the right to change the Expenditure Report reporting periods.
- 5.9.4** A Disposition Plan on how the Unspent Funds and its earned interest will be reinvested must be submitted by Contractor to County with the Contractor's Expenditure Report.
- 5.9.4.1** Unspent Funds must be used to enhance the already approved program services and must be spent on items above and beyond those items identified in the Contract and the Contract Budget. The Disposition Plan must

include a budget in accordance with the principles included in OMB Circular A-122 (<http://www.whitehouse.gov/omb/circulars/default>).

The Disposition Plan will be reviewed by the County and is subject to approval at the County's sole discretion. Unspent Funds must be used within the FY that the Disposition Plan is approved or within a time period determined by the County.

- 5.9.4.2** In addition, the Disposition Plan must include a detailed description of the services to be provided, the duration of those services, measurable outcomes, monitoring plan, all reporting and record keeping activities and a budget.
- 5.9.4.3** If the County does not approve the Contractor's Disposition Plan, the County will request the Unspent Funds and its earned interest be returned to the County within 30 days after County's disapproval of the Disposition Plan. The Contractor must comply with the County's request.
- 5.9.4.4** County has the right to evaluate the effectiveness of services provided under the Disposition Plan. If County finds the services are not effective, the services under the Disposition Plan may be terminated at County's sole discretion and Contractor must return the remaining Unspent Funds and its earned interest to the County.
- 5.9.4.5** The Contractor must submit a Final Disposition Report to the County within 30 days after the scheduled completion date of an approved Disposition Plan. The Final Disposition Report shall reflect the final status on the completion of all tasks included in the Disposition Plan, as well as all of the final outcomes of said tasks and a final statement on expenditures. Any Unspent Funds remaining after the completion of the approved Disposition Plan must be returned to the County with the Final Disposition Plan.
- 5.9.5** All uses of funds paid to and expended by Contractor, including Unspent Funds, and other financial transactions related to Contractor's provision of services under this Contract are subject to review and/or audit by DPSS, County's Auditor-Controller or its designee.

- 5.9.6** Notwithstanding any other provision of this Contract, in addition to all the rights to monitor, Contractor and County agree that it is the intent of the parties that County shall have the right to audit any and all use of funds paid to and expended by Contractor, including Unspent Funds and its earned interest, in order to ensure that all funds are accounted for by the County.
- 5.9.7** Contractor agrees to be bound by applicable County disallowed cost procedures, rules and regulations, and to repay the County any amount, with its earned interest, which is found to violate the terms of this Contract or applicable provisions.

[SECTIONS 5.8 AND 5.9 DO NOT APPLY TO FOR-PROFIT AGENCIES.]

6.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all County Administration referenced in the following sections are designated in Exhibit E - Contract Administration - County. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Manager (CCM)

Responsibilities of the CCM include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County Contract Administrator (CCA)

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever. The responsibilities of the CCA include:

- ensuring that the objectives of the Contract are met;
- meeting with the Contractor's Manager on a regular basis;
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; and
- overseeing the day-to-day administration of this Contract.

6.3 Contract Program Monitor (CPM)

The CPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever. The CPM reports to the CCA:

Responsibilities include:

- meeting with the Contractor's Manager on a regular basis;
- inspecting any and all tasks, deliverables, goods, services or other provided by or on behalf of the Contractor;
- reporting any discrepancies/findings to the CCA

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Manager

7.1.1 The Contractor's Manager is designated in Exhibit F – Contract Administration - Contractor. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Manager.

7.1.2 The Contractor's Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA and CPM on a regular basis.

7.1.3 The Contractor's Manager must have the necessary expertise to assist Participants with the services related to this Contract.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense all staff providing services under this Contract with a photo identification badge. In addition, all of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

- a. Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- b. Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on

the next business day after the employee has terminated employment with the Contractor.

- c. If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 Background and Security Investigations

- 7.4.1** Each of the Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.4.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4** Disqualification of any member of Contractor's staff pursuant to this Section 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.4.5** The Contractor shall evaluate the suitability of employment for prospective employees who are found to have a record of criminal activity as described, but not limited to, in this Section 7.4. The level and type of background check required by the Contractor depends on the service or work the Contractor provides under this contract. The Contractor shall be responsible for completing the level of background check pertaining to its service or work as mandated by law when applicable. All other

services that do not have specific legal requirements shall conform to the DPSS guidelines as described below.

7.4.6 The following information is based on the guidelines set forth by DPSS when evaluating the suitability of its own prospective employees. Because legal terms by which criminal acts are described differ among jurisdictions, the following is not a complete list of all criminal convictions that DPSS will consider when evaluating suitability of employment for its own prospective employees. The Contractor shall apply the DPSS criteria when evaluating the suitability of employment of prospective employees for work to be performed under this contract as described below. For all other criminal acts/convictions not listed, the Contractor is to contact the CCA for clarification.

7.4.6.1 ACCEPTABLE TO HIRE

- Disturbing the peace
- Drunk driving (acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (acceptable with a valid driver license)
- Trespassing

7.4.6.2 ACCEPTABLE TO HIRE AFTER STIPULATED

TIME (including similar convictions and “Attempt,” Accessory” and “Conspiracy” to commit any of the crimes listed below). From Successful Completion of Probation or Parole

- Assault and Battery.....One Year
- Malicious Mischief.....One Year
- Prostitution.....One Year
- Petty Theft.....Five Years
- Receiving Stolen Property.....Five Years
- Shoplifting..... Five Years
- Manslaugther.....Five Years
- Possession of Narcotics and /or
Danagerous Drugs.....Five Years

7.4.6.3 DETERMINATION AFTER INVESTIGATION AND APPROVAL OF CCA

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

7.4.6.4 NOT ACCEPTABLE TO HIRE (Including similar convictions and “Attempt” “Accessory,” and “Conspiracy” to commit any of the crimes listed below).

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Funds
- Forgery
- Grand Theft
- Mass Murder
- Rape, Including Sexual Battery
- Robbery
- Sale of Narcotics and/or Dangerous Drugs (Includes Intent to sell)
- Welfare Fraud

7.4.7 Contractor shall comply with the provisions of applicable laws and regulations pertaining to background investigations conducted for employment. Nothing in this Section 7.4 is to be construed to require Contractor to perform any background investigation or make any employment decision that would violate such law or regulations.

7.4.8 Contractor shall maintain the confidentiality of the results of such background investigations. Results of background investigations are not to be kept in the personnel file of the employee.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without

limitation, Welfare and Institutions Code Section 10850, County policies concerning information technology security and the protection of confidential records and information.

- 7.5.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3** Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit O-1.
- 7.5.4** Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit O-2.
- 7.5.5** Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit O-3.

8.0 TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** The County reserves the right to initiate Change Notices that do not materially change the scope of work, term, Contract Sum, payment terms or any other term or condition under this Contract. All such

changes shall be accomplished with a Change Notice signed by the Contractor and by the Director or designee.

- 8.1.2** For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Director or designee.
- 8.1.3** The County's Board of Supervisors or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Contract Manager.

8.2 Assignment and Delegation

- 8.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the

termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Audit Settlement

If, at any time during the term of the Contract or within five years, or longer as may be required by federal or State Law, after the expiration or termination of the Contract, authorized representatives of County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County's dollar liability for such services is less than payments made by the County to the Contractor, then Contractor agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the Contractor to County by cash payment, or 2) at the County's option, credited against future payments due by the County to the Contractor, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to Contractor by the County provided that in no event shall the County's maximum or annual maximum obligation for the Contract exceed the maximum or annual maximum contract amount of funds appropriated by the County for the purpose of this Contract.

8.4 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.5 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.6 Child/Elder Abuse/Fraud Reports

8.6.1 Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse report shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

8.6.2 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

8.6.3 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

8.7 Collective Bargaining Agreement

To comply with California Department of Social Services Regulations Section 23-610 (c) (22), the Contractor agrees to provide the County, upon request, a copy of any collective bargaining agreement covering employees providing services under the Contracts.

8.8 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.8.1 Within 15 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

8.8.2 The CCA will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.8.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.

- 8.8.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.8.5** The Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five business days of receiving the complaint.
- 8.8.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.8.7** Copies of all written responses shall be sent to the CCA within five business days of mailing to the complainant.

8.9 Compliance with Applicable Law

- 8.9.1** In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

These shall include, but not limited to:

- 1. California Welfare & Institutions Code
- 2. California Department of Social Services (CDSS) Manual of Policies and Procedures
- 3. California Department of Social Services Operational Manual
- 4. Social Security Act
- 5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
- 6. Clean Air Act (Section 306, 42USC 1857h)
- 7. Clean Water Act (Section 508, 33USC 1368)
- 8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
- 9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}
- 10. Various State regulations and releases listed on several attached Exhibits
- 11. Contractor certifies that he/she and his/her principals are not debarred or suspended from federal financial assistance programs or activities.

- 8.9.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses,

including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 8.9 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.9.3 Contractor shall maintain all licenses required to perform the Contract.

8.9.4 Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours, and nondiscrimination.

8.10 Compliance with Auditor-Controller Contract Accounting and Administration Handbook

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at www.ladpss.org/dpss/contracts. Contractor shall comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

8.11 Compliance with Civil Rights Laws

Contractor shall abide by the provisions of Subchapter VI and VII of the Federal Civil Rights Act of 1964, 42 USC Sections 2000 (e)(10) through 2000 (e) (17); Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, The Americans with Disability Act of 1990 (ADA), California Welfare and

Institutions Code Section 1000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable federal and State laws, rules and regulations to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement, Contractor shall not discriminate on the basis of race, creed, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The Contractor shall sign and adhere to the "Contractor's Nondiscrimination in Services Certification," Exhibit J, hereunder.

In addition, the Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the Federal Office of Civil Rights, Department of Health and Human Services, incorporates the Civil Rights requirements of the agreement along with all other mandated federal and State requirements that must be adhered to by DPSS, its Contractors and subcontractors. They include, but are not limited to the following:

- Ensuring that public contract staff attend the mandatory DPSS-provided Civil Rights training;
- Ensuring that notices sent to Participants are in their respective primary language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all Participants;
- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log;
- Maintaining records and record retention of all Civil Rights related correspondence to Participants, including Civil Rights Complaint Log, and documenting in the records whether language services and ADA accommodations were provided; and
- Collecting data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the CCA.

8.12 Compliance with the County's Jury Service Program

8.12.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through

2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.12.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the

Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.13 Conflict of Interest

- 8.13.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.13.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

8.14 Consideration of Hiring County Employees Targeted For Layoff/Or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.15 Consideration of Hiring GAIN/GROW Program Participants

8.15.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to Participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position (Exhibit N). For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW Participants by job category to the Contractor.

8.15.2 In the event that both laid-off County employees and GAIN/GROW Participants are available for hiring, County employees shall be given first priority.

8.16 Contractor Responsibility and Debarment

8.16.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.16.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be

permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.16.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.16.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.16.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.17 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor

understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.18 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.18.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.18.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.19 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance as set forth in Exhibit A - Statement of Work, Subsection 1.6, Quality Assurance Plan.

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract or impose other penalties, or liquidated damages, as specified in this Contract.

8.20 Damage to County Facilities, Buildings or Grounds

8.20.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

8.20.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.21 Employment Eligibility Verification

8.21.1 The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.21.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.22 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared

pursuant to Section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.23 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.24 Force Majeure

8.24.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Section as "force majeure events").

8.24.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Section, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.24.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.25 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.26 Independent Contractor Status

8.26.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.26.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.26.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.26.4 The Contractor shall adhere to the provisions stated in Section 7.5, Confidentiality.

8.27 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.28 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.28 and 8.29 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.28.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements shall be sent to the CCA (Exhibit E – Contract Administration – County).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.28.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.28.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.28.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor for reimbursement.

8.28.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.28.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.28.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

8.28.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.28.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.28.10 Claims Made Coverage

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

8.28.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.28.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.28.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.28.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.29 Insurance Coverage

8.29.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.29.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.29.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.29.4 Unique Insurance Coverage

Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as

its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.29.5 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

8.30 Liquidated Damages

8.30.1 If, in the judgment of the Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.30.2 If the Director, or designee, determines that there are deficiencies in the performance of this Contract that the Director, or designee, deems are correctable by the Contractor over a certain time span, the Director, or designee, will provide a written notice to the Contractor to correct the deficiency within specified timeframes. Should the Contractor fail to correct deficiencies within said timeframe, the Director, or his/her designee, may:

- (a)** Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b)** Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit B - Technical Exhibit 1, hereunder, and that the Contractor shall be liable to the County for liquidated

damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

- (c) Upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.30.3 The action noted in Subsection 8.30.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.30.4 This Section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS Chart or Subsection 8.30.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.31 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.32 Nondiscrimination and Affirmative Action

8.32.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

8.32.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.

8.32.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital

status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.32.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.32.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.32.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 8.32 when so requested by the County.
- 8.32.7** If the County finds that any provisions of this Section 8.32 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.32.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.33 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.34 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.35 Notice of Disputes

The Contractor shall bring to the attention of the County's Contract Administrator and/or County's Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the CCA or County's Contract Manager is not able to resolve the dispute, the Director of DPSS, or designee shall resolve it.

8.36 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015 (Exhibit Q).

8.37 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.38 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be emailed, hand delivered with signed receipt, or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E, Contract Administration-County and F, Contract Administration-Contractor. Addresses may be changed by either party giving ten days' prior written notice thereof to the

other party. The Director or designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.39 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.40 Public Records Act

8.40.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 8.42, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.40.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.41 Publicity

8.41.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from

publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Manager. The County shall not unreasonably withhold written consent.

8.41.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 8.41 shall apply.

8.42 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that any State or federal agencies and the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.42.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the

County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.42.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 8.42 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.43 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.44 Shred Documents

Contractor shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Section 8.42 of this Contract are to be maintained for a period of five years after the expiration or termination of the Contract, or longer if required by law.

8.45 Subcontracting

8.45.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.45.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

- 8.45.3** Upon County's approval of Contractor's request to subcontract and execution of the subcontract by all parties, Contractor shall provide County a complete copy of the subcontract.
- 8.45.4** The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor's employees.
- 8.45.5** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.45.6** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.45.7** The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.45.8** The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.45.9** The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the CCA (Exhibit E – Contract Administration–County) before any subcontractor employee may perform any work hereunder.

8.46 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Section 8.18, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the

County may terminate this Contract pursuant to Section 8.48, Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.47 Termination for Convenience

8.47.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten days after the notice is sent.

8.47.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.47.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 8.42, Record Retention and Inspection/Audit Settlement.

8.48 Termination for Default

8.48.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Manager:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.48.2** In the event that the County terminates this Contract in whole or in part as provided in Subsection 8.48.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.48.3** Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subsection 8.48.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.48.4** If, after the County has given notice of termination under the provisions of this Section 8.48, it is determined by the County that the Contractor was not in default under the provisions of this Section 8.48, or that the default was excusable under the provisions of Subsection 8.48.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.47, Termination for Convenience.
- 8.48.5** The rights and remedies of the County provided in this Section 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 Termination for Improper Consideration

- 8.49.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract

if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.49.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.49.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.50 Termination for Insolvency

8.50.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.50.2 The rights and remedies of the County provided in this Section 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.52 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.53 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.54 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 8.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.55 Warranty Against Contingent Fees

8.55.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.55.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.56 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.57 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.56 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (SBE) Preference Program

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report,

or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the County Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

9.2 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit I, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.3 Intentionally Omitted

9.4 Ownership of Materials, Software and Copyright

- 9.4.1** County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.4.2** During the term of this Contract and for five years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.4.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Subsection 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subsection 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.4.6** All the rights and obligations of this Section 9.4 shall survive the expiration or termination of this Contract.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, on the dates indicated below.

COUNTY OF LOS ANGELES

By: _____
Sheryl L. Spiller, Director
Department of Public Social Services
Date _____

APPROVED AS TO FORM:

**JOHN KRATTLI
COUNTY COUNSEL**

By: _____
Melinda White-Svec, Deputy County Counsel
Date _____

CONTRACTOR:

By: _____
Signature
Date _____

Print Name

Title

**EXHIBIT A
STATEMENT OF WORK
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PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's Goal 3) Integrated Service Delivery – maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services. This requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

EXHIBIT A

STATEMENT OF WORK

This Statement of Work (SOW) is composed of two parts: (1) Participant Outcomes; and (2) Statement of Requirements. This is an outcome-based SOW, meaning that the Contractor shall meet the Participant Outcomes listed below while complying with the Statement of Requirements. The overall goal of the County's GROW program is for Participants to attain economic self-sufficiency; the primary goal of the GROW Job Services contracts is for Participants to obtain employment.

PARTICIPANT OUTCOMES

DESIRED OUTCOME	MEASURED BY	MINIMUM STANDARD
Participants obtain employment of at least 20 hours or more per week.	The percentage of Participants in JRT who start a job of 20 hours or more per week that is expected to last 30 days or more.	<ul style="list-style-type: none">•15% Quarterly Placement Rate (Placements/Total Participant JRT starts) per Service Area•60 day window from start of JRT
Participants acquire the skills and knowledge to search for and apply for jobs.	Number of job applications completed by Participants both on-line and in-person.	A minimum of 20 applications per Participant for the two weeks of Job Search (average 2/day).
Participants establish and implement an individualized plan to find employment.	Participant's records, at a minimum, include a Career Goal Plan/Employment Plan, resume, sample job application and participation in mock interviews.	Participant's case records must contain documentation/copies of such (100% of all forms).
Participants acquire the soft skills necessary to keep a job.	Participants pass a standard job retention skills test at the end of the first week of JRT. (Exhibit B - Technical Exhibit 12.)	<ul style="list-style-type: none">•75% passing score•90% must pass the Job Search/ Job Retention test.

STATEMENT OF REQUIREMENTS

1.0 Specific Tasks

1.1 Orientation

The Contractor shall conduct daily Orientation sessions in a classroom format; morning and afternoon, between the hours of 8:00 a.m. to 5:00 p.m. at County provided sites. The duration of the Orientation sessions shall be one to two hours in length depending on the need and volume of Participant referrals for each office. The one-hour session shall be provided up to four times daily, twice in the morning and twice in the afternoon. The two-hour sessions shall be provided up to twice daily, morning and afternoon.

1.1.1 The County shall have the flexibility to determine the number and length of the Orientation sessions based on the need and demand for the class, such as when appointments are backlogged for two weeks or more.

1.1.2 The Contractor shall allow time for DPSS GROW Case Manager to make a brief 15-minute presentation or show a brief 15-minute video presentation covering GROW policy, the role of the GROW Case Manager, participation requirements, and explanation of supportive services.

1.1.3 Contractor shall use the DPSS provided Orientation curriculum, which will cover the following key areas:

- a.** Overview of the GROW Program
- b.** Brief description of the GROW Job Services components
- c.** Participant Success Stories
- d.** Benefits of Working
- e.** Motivation and Building Self-Esteem
- f.** Literacy Assessment

1.1.4 The Orientation shall be provided in English on a daily basis. Orientation shall be provided in the County's other threshold languages, Spanish, Armenian, Cambodian, Chinese, Cantonese, Mandarin, Korean, Vietnamese, Russian, Farsi and Tagalog according to a schedule provided by County (See Exhibit B - Technical Exhibit 5). The County may make necessary changes to the schedule throughout the Contract term.

1.1.5 The Contractor shall provide verbal and written instructions and materials/forms to GROW Participants in English, Spanish, and in the County's other threshold languages, Armenian, Cambodian, Chinese, Cantonese, Mandarin, Korean, Vietnamese, Russian, Farsi and Tagalog.

- 1.1.6** Prior to the beginning of each Orientation session, Contractor shall obtain a list of the GR applicants scheduled to attend via the MAPPER system.
- 1.1.7** If prior to the Participant's initial Orientation appointment date, the Participant calls and requests to be rescheduled, the Contractor shall reschedule the Participant on a one-time only basis via the MAPPER system.
- 1.1.8** Contractor shall initiate a sign-in sheet (Exhibit B - Technical Exhibit 14) based on the list of scheduled GR Participants to verify attendance of those who showed and completed the Orientation and those who were "no shows" and update MAPPER on the same day.
- 1.1.9** Contractor shall administer the County-approved Literacy Screening test using the Practice Application (Exhibit B - Technical Exhibit 6) during Orientation and forward the completed test to the GROW Case Manager for scoring. The Literacy Screening test will assist the GROW Case Manager in determining whether Participants have literacy barriers and need to be referred to literacy classes, such as Adult Basic Education and English-as-a Second Language, prior to referral to a job readiness/job search activity.
- 1.1.10** Contractor shall ensure that staff conducting Orientation have been trained by Los Angeles County Office of Education (LACOE) on the County-approved Orientation curriculum. LACOE is the County Contractor responsible for developing and implementing the Orientation curriculum via a contract with DPSS.
- 1.1.11** Contractor must show County-provided videos during GROW Orientation.
- 1.1.12** Contractor must give the Participants the Earned Income Tax Credit and Advanced Earned Income Tax Credit form (Exhibit Q).
- 1.1.13** Contractor must display County-provided motivational posters, and post the agenda of daily Orientation activities in the classroom.
- 1.1.14** Contractor must provide the Participants the Evaluation form (Exhibit B - Technical Exhibit 7) at the end of Orientation to obtain their feedback and understanding of the session.
- 1.1.15** Contractor shall ensure that the GROW Participant/instructor ratio in each Orientation session is no more than 30 GROW Participants to one instructor (30:1). County may waive this requirement on a case by case basis.

1.2 Job Readiness Training (JRT)

- 1.2.1** Contractor shall develop and implement its own curricula and program materials, using guidelines as set forth herein the Statement of Work. Curricula must be reviewed and approved by DPSS prior to implementing for classroom instruction. At County's request, Contractor shall make changes to the curriculum in timeframes agreed upon by County and Contractor.
- 1.2.2** Contractor shall develop, implement and maintain two JRT curricula for the three GROW Participant populations. The first curriculum tailored for the Basic & Refresher/Advanced populations and the second curriculum tailored for the youth population:
- a.** Basic – For first time Participants with limited skills to conduct job-search activities and for those with significant barriers to employment,
 - b.** Refresher/Advanced – For returning Participants, who might be familiar with basic job-search skills but might need a refresher, and Participants who recently became unemployed.
 - c.** Youth – For the transition age youth (TAY) population in GROW, ages 18 to 24.
- 1.2.3** The County may, at its own discretion, schedule specific groups or population, such as adult and/or youth, in separate JRT sessions, to provide the Participants with a customized and more interactive group session. The class shall also provide the Participants the opportunity to share job leads, job searching experiences, and best practices.
- 1.2.4** The curriculum includes workshops tailored for Participants with multiple barriers to employment, such as those who are homeless, no recent or previous work history, no General Education/High School Diploma and those with substance abuse or criminal background. Refer to Section 1.2.8 for frequency and duration of the JRT training session.
- 1.2.5** The JRT curriculum for TAY is somewhat different than those for adults. The workshops must help students learn leadership, responsibility, and self-confidence. The curriculum must provide a flexible training, paying close attention to the youth's needs. One

useful approach is to create an individualized portfolio for each participant, containing evidence of work skills, interests and goals. It is also important to teach youth soft skills, stressing communication with employers, dressing appropriately, conflict resolution, punctuality/attendance at work, financial planning and other work readiness skills. It must also include the use of technology and on-line internet resources. The training must provide an interactive group approach to allow time for youth to share motivational/inspirational stories and successes and time to share and teach skills to one another.

The Youth JRT sessions shall be scheduled once a month at the following GROW Sites: Glendale, Pasadena, Wilshire, Civic Center, San Fernando and Rancho Park. The regular JRT class will be skipped to provide the Youth JRT class utilizing the same classroom space.

The County may, at its own option, make changes to the schedule based on the need and demand for the class. The County shall notify the Contractor and agree on a timeframe for implementing the changes.

1.2.6 Contractor shall ensure that all curricula meet the following objectives:

- a. Prepare individuals for work,
- b. Provide job seekers with the necessary skill to find employment,
- c. Empower individuals to become independent and self-sufficient, and
- d. Promote job retention and advancement.

1.2.7 Contractor shall ensure that the JRT curricula, at a minimum, cover the following **key areas**:

- a. Motivation and self-esteem building,
- b. Self-sufficiency concepts,
- c. Goal Setting,
- d. Strategies for seeking employment,
- e. Identifying and accessing resources for employment,
- f. Completing a job application, both written and on-line
- g. Preparing a resume,
- h. Interviewing techniques,

- i. Effective Communication;
- j. Job Retention Skills,
- k. Other life skills topics (e. g., stress management, accessing community resources, money management, personal and professional development, expunging criminal records).

1.2.8 Contractor shall provide a three-week, (20 hours per week, four hours per day, for five days) JRT session that include the following format:

- a. First week of JRT consisting of job readiness/job search assistance and classroom training instruction.
- b. Second and third week of JRT consisting of supervised/structured daily job search.

1.2.9 Contractor shall identify Participants' barriers to employment and assist them in resolving these barriers.

1.2.10 By the end of week one of JRT, Contractor shall develop a Career Goal Plan for each Participants. Contractor shall ensure that a Career Goal Plan for each Participant is completed and filed in the Participant's folder and a copy provided to the Participant. The Career Goal Plan is an action plan where Participants can identify their long and short-term occupational goals, as well as their educational and training goals. Short-term goals are those that Participants can potentially achieve in a year or less. Long-term goals are those that Participants can achieve in five years or less. Participants should be encouraged to prioritize their goals and pursue their short-term goals, such as finding entry-level employment. They must be able to identify the actions/steps to support the goals, including barriers that need to be addressed prior to reaching the goal/s. Goals must be evaluated to ensure they are specific, attainable and realistic.

1.2.11 Throughout JRT, Contractor shall ensure, at a minimum, that the following **core activities** are taught:

- a. Participants practice job interviews,
- b. Participants create a well-written resume,
- c. Participants create an error-free master application,
- d. Participants learn the soft skills to keeping a job (i.e. customer service, protocols at the job place, responsibility, punctuality, self-

- confidence, positive work attitude, personal grooming),
- e. Participants learn how to search and apply for jobs on-line,
- f. Participants have a plan for job search activities,
- g. Participants apply for jobs.

- 1.2.12** Contractor shall include presentations, by subject matter experts (local community agencies, non-profit organizations, and/or prospective employers), in work related topics aimed at increasing the individual's skills/knowledge for reaching self-sufficiency as deemed necessary by Contractor or County. Examples of topics are: support services, available resources, workshops on anger management and financial management.
- 1.2.13** Contractor shall have the capacity to provide JRT services in the threshold languages that are spoken in the Service Area. The threshold languages are Spanish, Armenian, Cambodian, Chinese, Cantonese, Mandarin, Korean, Vietnamese, Russian, Farsi and Tagalog. See Exhibit B - Technical Exhibit 5 for the non-English/non-Spanish classes that were provided in the various GROW sites during the past two years.
- 1.2.14** Contractor shall at a minimum, provide a Spanish JRT class, once per month at all of the GROW sites, except for Metro East and Metro Special, where Spanish class sessions are needed twice per month. The Glendale and San Fernando GROW sites require an Armenian class session once per month. The County shall have the option to request changes to the schedule, such as increase the frequency of the classes, as necessary.
- 1.2.15** Contractor shall ensure all verbal and written instructions, including Contractor-developed materials, are available for use in languages required by County (Spanish, Armenian, Cambodian, Chinese, Cantonese, Mandarin, Korean, Vietnamese, Russian, Farsi and Tagalog).
- 1.2.16** Contractor shall obtain Participant feedback at the end of JRT from each Participant concerning his/her evaluation and understanding of the component.
- 1.2.17** Contractor shall administer a standard Job Search/Job Retention skills test (Exhibit B - Technical Exhibit 12) at the end of the first

week of JRT. 90 percent of Participants must obtain a passing score of 75 percent. Contractor must assist Participants who do not pass the test the first time.

1.2.18 Contractors shall ensure GROW Participants participate in the required 20 hours weekly participation requirement. If a Participant is engaged in Supportive Services, part-time employment, or any other DPSS-approved GROW activities; then the Participants shall be enrolled in Flex JRT where the combined JRT and GROW activities total 20 hours per week. Volunteer Participants may be assigned to less than 20 hours per week, based on an assessment completed by a licensed health professional with the corresponding verification statement filed in the Participant's case record.

1.2.19 Contractor shall ensure all Participants non-participation/absences are well documented. Contractor shall notify the GROW Case Manager if the Participant fails to comply with the participation requirement within the timeframe referenced in Exhibit A - Statement of Work, Subsection 2.6 herein.

1.2.20 Contractor shall inform the GROW Case Manager when a referral for Domestic Violence, Mental Health, or Substance Abuse is needed and/or requested by Participant within one (1) business days of Participant's request for services.

1.3 Job Development Services

Part of JRT Services shall include:

1.3.1 Contractor's Job Development Services

Contractor shall:

1.3.1.1 Work with employers to identify and create a pool of jobs for GROW Participants. Job Development services shall target large, stable and/or expanding occupations with an entry level wage of at least minimum wage throughout the term of the contract.

1.3.1.2 Maintain a referral system in which the GROW Participants' needs and interests are matched with the employers' needs and interest.

- 1.3.1.3** Meet with DPSS job developers on an as-needed basis, or at least quarterly, to network, share employment opportunities, develop employment placements, review effective job development processes and promote the common goal of GROW which is Participant employment.

- 1.3.1.4** Develop and provide Participants with a minimum of five job leads per week with potential for employment during weeks two and three of JRT.

- #### 1.3.1.5 Support non-traditional jobs for GROW Participants.

- 1.3.1.6** Post job openings at JRT sites daily.

- 1.3.2** Contractor shall include job openings that are appropriate to the needs and skill level of GROW Participants into Contractor's job postings.

- 1.3.3 Contractor shall refer Participants to jobs that are:**

- a.** listed by employers with the State Employment Development Department;
- b.** developed by partnering agencies (i.e. Work Source Centers/One-Stops and ROPs; and
- c.** developed independently by Contractor.

- 1.3.4** Contractor shall coordinate and hold job fairs and/or on-site employer recruitment with available job openings the Participants can apply for at least once every three months. Contractor shall support and cooperate with DPSS and LACOE in scheduled job recruitment efforts such as job fairs/expos, specialized employer recruitments, etc. during the second and third weeks of JRT.

- 1.3.5** Contractor shall ensure that GROW Participants complete a minimum of 20 applications during the second and third weeks of JRT (average of two applications per day).

- 1.3.6** Contractor shall provide the GROW Case Managers, within two working days of notification, verification of employment submitted by Participants who find employment during or after completion of JRT within the placement window (60 days from the first day of JRT). Contractor shall verify the employment reported and submitted by the Participant. In instances when employers are unable to complete and provide a written verification, the Contractor shall complete the “Request for Employment Verification” (Technical

Exhibit 16) form based on information provided by the employer over the phone.

1.4 Job Readiness Training Sites

Contractor shall provide JRT services for each GR District. Contractor shall provide the site for JRT except for County-provided sites, as determined by the County.

Contractor shall provide JRT services at the following sites:

Service Area	GR District/ GROW Office	JRT Site Location Provided by (County or Contractor):	JRT Site Address:

1.4.1 The County shall have the flexibility to require that Contractor provide own space to conduct JRT classes, as deemed necessary by the County. Upon County request, the Contractor shall provide a budget to add a new site within 45 days. The County shall review, survey and approve the location prior to implementation within 45 days of receipt of budget.

1.4.2 Contractor-provided sites shall have sufficient classrooms to provide JRT sessions as specified by Exhibit B - Technical Exhibit 5.

1.4.3 Contractor shall provide a designated Resource Center to accommodate the volume of Participants from Weeks Two and Three of JRT to conduct job search activities.

The Resource Center is an area with computers, telephones, fax machine and publication/bulletin boards that is available to GROW Participants to conduct job search activities. The Resource Center must also include information for referrals to other types of assistance and resources that will help Participants remove barriers to employment (example, listing of homeless shelters or transitional housing providers, who to contact to expunge misdemeanors, etc.). The Resource Center must have sufficient computer equipment available for at least 20-25 Participants to conduct their job search activity.

1.4.4 Contractor shall designate and maintain a space or Clothing Boutique with racks to hold donated business clothes through Contractor's partnership with profit and non-profit organizations,

such as Clothes-the Deal, to help Participants with clothing needs while searching for employment.

1.4.5 Contractor shall conduct JRT sessions scheduled as follows:

Two sessions per GROW site starting weekly, on Mondays, morning and afternoon, from 8:00 a.m. to 12:00 p.m., and from 1:00 p.m. to 5:00 p.m. See Exhibit B - Technical Exhibit 5 for the schedule of sessions for each JRT site. The County shall have the option to request that additional JRT class sessions be provided for GR Districts/GROW offices that have high demand for the class. The County shall notify the Contractor and agree on a timeframe for implementing changes.

1.5 Contractor Quality Control Plan

Contractor shall create, establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of product quality and service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by County, shall be submitted to the County Contract Administrator (CCA) on the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to, the following:

- 1.5.1** Method for assuring that professional staff rendering services under this Contract has qualifying experience;
- 1.5.2** Method of monitoring to ensure that Contract requirements are being met;
- 1.5.3** Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.5.4** A written report by the Contractor documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request;
- 1.5.5** Method for monitoring subcontractors, if any, for compliance and quality of services; and

- 1.5.6** Data collection and monitoring systems to ensure that services are equitable for all GROW Participants including those who are immigrants, refugee and limited-English proficient.

1.6 Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract not less than on a quarterly basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies, which the Director, at her sole discretion determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, may formally reported to the Board of Supervisors.

The formal report will include improvement/corrective action measures taken by the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other actions as specified under this Contract.

1.6.1 Performance Evaluation Meetings

County and the Contractor's Manager shall jointly hold Performance Evaluation Meetings as often as deemed necessary by County. However, if a Contract Discrepancy Report (CDR), (Exhibit B - Technical Exhibit 1) is issued, at the discretion of the CCA, a meeting shall be held within five business days, at a mutually agreed upon time and place, to discuss the problem.

The CCA shall prepare the minutes of the Performance Evaluation Meeting that shall include any action items from the meeting. The Contractor's Manager and CCA shall sign the minutes. Should the Contractor's Manager not concur with the action items, he/she shall submit a written statement to the CCA within ten business days from the date of receipt of the signed action items.

The Contractor's Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the Director will be final.

Upon advance notice, either the County or Contractor may make an auditory recording of the meeting.

1.6.2 Contract Discrepancy Reports (CDR's)

Verbal notification of a contract discrepancy will be made to the Contractor's Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contractor's Manager shall resolve the problem within a reasonable time period mutually agreed upon by the County and the Contractor.

The CCA will determine whether a formal CDR shall be issued. Upon receipt of a CDR, Contractor is required to respond in writing to the CCA within five business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a timetable, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within ten business days.

1.6.3 The Quality Assurance Monitoring Plan (QAMP) is part of the Quality Assurance Plan. It will be developed by the County, specifically for this Contract, to monitor compliance with the Contract.

1.6.4. Government Observations

Federal, State and/or County personnel, in addition to County contract staff, may observe performance activities, or review documents required by this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor's performance.

1.7 Hours of Operation/Holidays

Contractor shall be required to provide GROW Job Services Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Contractor is not required to provide services on County-recognized holidays. The CCA will provide a list of the County holidays to the Contractor within 30 calendar days of Contract start date, and annually thereafter, at the beginning of the calendar year.

Contractor is allowed to have a maximum of two days per calendar year, as needed, for in-service and/or training activities in which they may not be required to provide Orientation and JRT services. To request these days, Contractor shall submit a written request to DPSS, no less than 30 days in advance of the requested dates. DPSS approval is required in order to take the requested dates.

1.8 Contractor Management Services

Contractor shall provide all management services necessary for provision of the GROW Job Services. Contractor's management services may include, but are not limited to:

- 1.8.1** Planning, coordinating, implementing and monitoring of GROW Program service delivery.
- 1.8.2** Ensuring verbal instructions and Contractor-developed materials are in the languages required by County. Ensuring translated materials are accurately translated by providing County with its methodology for certification.
- 1.8.3** Ensuring that all required posters and materials are posted in Contractor's sites as directed by County, and are accessible to GROW Participants.
- 1.8.4** Ensuring that Contractor meets with County on a regular basis to discuss programmatic issues, general procedural issues, and general concerns as needed. Either County or Contractor may request such a meeting.
- 1.8.5** Ensuring Contractor addresses Participant concerns and complaints regarding the provision of services and the performance of its employees.

2.0 RESPONSIBILITIES

2.1 County Furnished Items

2.1.1 Facilities

County shall provide necessary space to conduct Orientation. See SOW, Subsection 1.4 regarding JRT sites.

2.1.2 Services

County shall provide the necessary security personnel at all GROW offices including Contractor-provided JRT sites. Questions and issues regarding security personnel should be directed to County's Property and Emergency Management Services. Refer to Exhibit E – Contract Administration - County.

2.1.3 Training

County will have Los Angeles Office of Education (LACOE) staff provide training on the GROW Orientation curriculum to Contractor

employees who work directly with GROW Participants any time a new staff member is hired.

County shall ensure that LACOE's training is scheduled so as not to interfere or adversely affect Contractor's delivery of the Contract services.

In addition, County shall provide training to Contractor staff on the following:

- Method on using the GROW computer program system;
- Civil Rights training may be through direct training by County trainers or through a "train-a-trainer" program as designated by County; and
- Method to access and use State and County-translated materials.

2.1.4 Equipment and Supplies

2.1.4.1 County shall furnish equipment necessary to perform Orientation services required by this Contract. Furnished equipment includes, but is not limited to: computer workstation, printer, fax machine, photocopier, television, DVD player, necessary to perform Orientation services required by this Contract at County sites.

2.1.4.2 For County-provided JRT sites, County shall provide equipment necessary to perform JRT services, as determined by the County. County shall provide Internet access at County-provided JRT sites.

2.1.5 Materials

County shall supply the following materials through its contract with the Los Angeles Office of Education (LACOE):

2.1.5.1 GROW Orientation Curriculum and any revisions or updates;

2.1.5.2 Related materials, e.g. handouts, etc., at start-up and ongoing as needed, and any revisions or updates;

County shall supply the following materials:

2.1.5.3 A copy-ready sample of the Targeted Job Tax Credit, Earned Income Tax Credit and Advanced Earned Income

Tax Credit forms;

2.1.5.4 All mandated pamphlets and posters;

2.1.5.5 A supply of Civil Rights complaint forms;

2.1.5.6 Upon request, DPSS Operations Handbook, Section 21 on Civil Rights Program; and

2.1.5.7 A List of County-observed holidays.

2.1.5.8 Literacy Screening Tool;

2.1.6 Review of Inventory

2.1.6.1 County staff shall conduct periodic inventories of GROW equipment throughout the term of this Contract to meet County inventory control requirements. Contractor shall report to the CCA, immediately upon discovery, of the loss or damaged of any equipment.

2.2 Contractor Furnished Items

2.2.1 Facilities

Contractor shall provide necessary space to conduct JRT services as designated in Exhibit A – SOW, Section 1.4. The JRT sites must have classroom space that can accommodate a minimum of 25 participants per classroom. The sites should also have enough space for a Resource Center and a Clothes Boutique. The Resource Center must have sufficient computer equipment available for at least 20-25 Participants to conduct their job search activity. Contractor shall obtain DPSS approval prior to leasing any facility.

2.2.1.1 Contractor-provided JRT sites shall be within a five-mile radius or 40 minute travel time by public transportation of the GR District/GROW Office (Refer to Exhibit B - Technical Exhibit 2 for locations).

2.2.1.2 Contractor shall provide no-cost parking space for County-designated staff and GROW Participants at the Contractor-provided sites.

2.2.2 Staffing

Contractor shall provide sufficient professional, experienced, and bilingually competent staff to administer the GROW Job Services to the County's General Relief (GR) populations.

- 2.2.2.1** Contractor shall provide County with standards used to certify fluency of staff providing services in languages other than English.
- 2.2.2.2** Contractor shall ensure training of new staff and provide ongoing staff training of GROW Job Services.
- 2.2.2.3** Contractor shall ensure key management staff are available to contact, and when there is a vacancy, permanent replacement is made within 15 days.
- 2.2.2.4** Contractor shall maintain a Participant to JRT facilitator ratio no greater than **30:1** for each JRT session.
- 2.2.2.5** Contractor shall have a staffing plan to ensure uninterrupted delivery of GROW Job Services during a staff reduction situation, illness and/or vacation. Back-up staff shall be available within one hour, and when there is a vacancy, permanent replacements shall be made within 30 days.
- 2.2.2.6** Contractor shall have (or will have by Contract award) a Contractor's Manager with: Option (1) a bachelor's degree in a related field (e.g., social work, public administration, psychology) with two years experience providing Job Services, or services substantially similar to the services required in Exhibit A - Statement of Work, OR Option (2) a minimum of three years experience providing Job Services, or services substantially similar to the services required in Exhibit A - Statement of Work.
- 2.2.2.7** Contractor shall notify County in writing of any change in the name or address of the Contractor's Manager within ten calendar days.

2.2.3 Equipment/Supplies/Materials

- 2.2.3.1** Contractor shall provide necessary space, furniture, utilities, telephones and computer equipment necessary to conduct JRT at the Contractor-provided sites.
- 2.2.3.2** Contractor shall provide Contractor staff and Participants with internet access at Contractor-provided JRT sites.

- 2.2.3.3** Upon termination of this Contract, all Contractor-furnished equipment and materials, including curriculum, purchased with County funds shall become property of the County.
- 2.2.3.4** Contractor shall provide all supplies that are necessary to perform the services required by the Contract.
- 2.2.3.5** Contractor shall furnish an immobile security-lock safe for transportation tokens/passes for all JRT sites, including County-provided sites.
- 2.2.3.6** Contractor staff shall not share any DPSS Internet accounts with any other persons. GROW Participants may only access the Internet at the locations via County or Contractor's equipment **for GROW program activities**.
- 2.2.3.7** Contractor shall develop and provide Participants with a Job Readiness/Job Search Preparation Guidebook which contains interview tips, sample resumes, practice application, Job Search Log, etc.
- 2.2.3.8** Contractor shall develop an Employer Contact list/Job Search Log which contains date and time Participant applied for the job, name and address of employer, contact person, and action taken by Participant (interviewed, submitted resume, hired, call back, etc.)
- 2.2.3.9** Contractor shall document Participant's counseling by the Contractor and track Participant's job search progress. The Contractor's documentation must be filed in the Participant's case file.
- 2.2.3.10** Contractor shall develop a Master Application with the same information requested in a job application for the Participants to complete.
- 2.2.3.11** Contractor shall provide a Certificate of Completion (Exhibit B - Technical Exhibit 18) to each Participant completing JRT.

2.2.4 Automated Computer Systems

Contractor shall access the MAPPER GROW system at Contractor-provided sites using their own computer and Internet access via the County Virtual Private Network (VPN) technology. This requires a VPN access token and MAPPER password. County's ITD will install

a Unisys Graphical Interface, a small (20 megabytes) software program which interfaces the designated computer to the MAPPER system.

- 2.2.4.1** The County will supply VPN access tokens at no cost to the Contractor, for up to three Contractor staff per Contractor-provided JRT site.
- 2.2.4.2** Each Contractor staff must complete the County of Los Angeles Downey Data Center Registration Form and standard security County Agreement for Acceptable Use and Confidentiality of County's Information Technology Assets, Computers Networks, Systems (security agreement) and Data to receive a VPN access token. The security agreement does not allow sharing of the VPN access token. It is Contractor's responsibility to ensure that each user accessing MAPPER sign and comply with the security agreement. Contractor must notify County when user is no longer working under the Contract in order to deactivate accounts and return VPN token.
- 2.2.4.3** Any lost, damaged or expired VPN access tokens must be reported immediately to the DPSS help desk at (562) 623-2000. County will issue a replacement access token upon completion and submission of a new County of Los Angeles Downey Data Center Registration form to the County's CCA.
- 2.2.4.4** County shall provide one GROW computer workstation and one printer, and the necessary transmission line at County-provided sites to provide access to MAPPER.
- 2.2.4.5** Each Contractor staff responsible for accessing MAPPER must request a MAPPER password and complete and adhere to an user MAPPER Security Agreement.
- 2.2.4.6** County shall provide maintenance, repair and/or replacement due to normal wear and tear of all County-furnished equipment.
- 2.2.4.7** Contractor shall be responsible for the repair and replacement costs for all County-furnished equipment that is damaged due to the Contractor's abuse or negligence as determined by County.
- 2.2.4.8** Contractor shall not install software or screen savers on County-provided computer workstations. Any installation,

removal or reinstallation of required software and movement of equipment shall be made by County-managed technicians. Requests for these services shall be made to the CCA. Contractor shall bear the expense of any service calls required due to Contractor's staff modifying the configuration of software on the computer workstations.

2.3 Computer and Equipment Inventory Maintenance

2.3.1 Equipment, Supplies & Office Furniture Inventory

Contractor shall establish and maintain a computerized inventory of all County-furnished office furniture, equipment and supplies as well as Contractor-purchased equipment for this Contract for each Orientation and JRT site. The inventory shall be provided to the CCA on a quarterly basis or within one business day after any change occurs. Upon expiration or termination of this Contract, all Contractor-furnished equipment, supplies and office furniture purchased with County funds shall become County property.

2.3.2 Security for Equipment

Contractor shall ensure that the GROW computer equipment is secure and confidentiality is maintained.

County will be responsible for locking down County-provided hardware equipment and security measures must be approved by County's Information Technology Division (ITD) staff.

2.4 Record Keeping

2.4.1 Contractor shall maintain a case file relating to each GROW Participant who starts JRT. The records shall be kept in a folder, identifiable by GROW Participant name and case number. The record shall contain all Participant related information and work completed throughout JRT. Additionally, the record shall contain the following forms:

JRT Forms

- ABP 1463 Welfare-to Work Plan Activity Assignment (Exhibit B - Technical Exhibit 13)
- Job Readiness Training Participation Agreement (Exhibit B - Technical Exhibit 10)
- Dress for Success Guide & Agreement (Exhibit B – Technical Exhibit 9)

- Career Goal Plan
- Participant Profile/Employment Questionnaire (Exhibit B - Technical Exhibit 11)
- Master Application
- Master Resume
- Employers Contact List/Job Search Log
- Request for Employment Verification (Exhibit B - Technical Exhibit 16)
- GROW JRT Evaluation Form (Exhibit B - Technical Exhibit 8)
- Job Search/Job Retention Test (Exhibit B - Technical Exhibit 12)
- GROW Certificate of Completion (Exhibit B - Technical Exhibit 18)
- Other forms specified by the County

2.4.2 Contractor shall maintain all records at a central facility for five years after the termination of this Contract or until all audits started during the Contract period or within five years of expiration or termination of the Contract, are completed and settled, whichever is later.

2.4.3 Contractor shall maintain the confidentiality of GROW Participants' records. At a minimum, Contractor shall maintain files in locked drawers and cabinets at the Orientation and JRT sites and Contractor headquarters.

2.5 Transportation Allowance

County shall provide transportation allowance procedures to Contractor

Contractor shall issue transportation to eligible JRT Participants. Transportation allowances for GROW Participants will be given in the form of bus tokens and weekly Tap Cards/bus passes. The County's Fiscal Operations Division will be responsible for the control and distribution of monthly bus passes and bus tokens to each of the GROW Job Services Contractors.

2.5.1 Contractor shall maintain all applicable logs and forms related to transportation (Bus Passes/Tap Cards and Bus Tokens) issuances, replenishments.

2.5.2 Contractor shall assign an administrative staff to receive and control the distribution of monthly Bus Passes/Tap Cards and bus tokens at each GROW Site within the Service Area.

- 2.5.3** Contractor's staff shall complete a "Custodian Authorization" form. This form shall be updated annually or whenever there is a change in the designated staff.
- 2.5.4** Contractor shall ensure that the monthly transportation allowance is kept in an immobile security-lock safe and the safe is in a secured area in the GROW site.
- 2.5.5** When bus tokens are issued to a GROW Participant, the Participant must sign a PA 904 "Bus Token Issuance Receipt." The Contractor's designated staff shall complete a PA 200 "Reimbursement Request" to replace the number of tokens/passes/tap cards that were distributed to Participants.
- 2.5.6** Every Friday, the Contractor shall count the inventory of tokens and weekly passes/tap cards on hand, the issuance receipts on hand and the reimbursement request in transit. The inventory shall equal the total bus tokens and weekly bus passes originally issued to the Contractor and must be maintained throughout the Contract term and for the record retention period described in Contract, Subsection 8.42. After completing the inventory count, the Contractor shall complete the PA 44 "County Cashier Report."
- 2.5.7** Every Wednesday, the County messenger will pick up the previous week's County Cashier Report and deliver the previous week's requested token and passes.

2.6 Reporting

- 2.6.1 Monthly Management Reports**-Contractor shall submit Monthly Management Reports by the 15th calendar day of all the Contractor performed activities, with the detail and format as required by the County (Exhibit B - Technical Exhibit 17).
- 2.6.2 MAPPER Updates** - Contractor shall update the GROW computer system (MAPPER), to input data to track Participant's attendance in Orientation and the JRT sessions on the first day (show or no-show).
- 2.6.3** Contractor shall report any and all changes in the GROW Participant's status/circumstances during Job Readiness Training to

the Case Manager via MAPPER within three business days, and document in the folder.

- 2.6.4** Contractor shall update MAPPER on final day of JRT to input the status: Completed, Dropped or Employed. Every Participant who was recorded as 'show' on the first day must have an end status.

Computer System Problems

- 2.6.5** Contractor shall report computer systems problems and recommend solution for problems within one business day of discovery.

Change of GROW Site(s)

- 2.6.6** Contractor shall notify DPSS in writing of all changes to a GROW site location at least 90 days prior to any such move.

Note: If the Contractor requests to move or relocate GROW equipment, once installed, subsequent moves or relocation shall be at Contractor's expense.

- 2.6.7** Contractor shall inform the CCA, within one business day after any change occurs in the data specified below. The following information shall be included, but not limited to, in the MAPPER inventory:
- a. Name of Orientation/JRT site;
 - b. Orientation/JRT site address;
 - c. Contractor's contact person and his/her telephone number;
 - d. Language capabilities available;
 - e. Services offered, e.g., Orientation or JRT activity; and
 - f. Specialized services, if any.

2.7 Civil Rights Complaints Procedure

Contractor shall comply with the terms of the Civil Rights Handbook as directed by DPSS, which includes but is not limited to the following:

- 2.7.1** Ensure all of Contractor's public contact staff attends mandatory Civil Rights training as provided or arranged by DPSS every two years.
- 2.7.2** Ensure notices and correspondences sent to Participants are in their designated primary language and provide interpreters to ensure meaningful access to services to all Participants.
- 2.7.3** Maintain a record of all Civil Rights materials provided by DPSS and ensure all Participants are provided with the Civil Rights materials.

2.7.4 Develop, and operate procedures for receiving, forwarding and responding to Civil Rights complaints as follows:

- a.** Provide and assist Participants with completing a PA 607, Complaint of Discriminatory Treatment in the Participant's primary language.
- b.** Maintain a log of Civil Rights complaints.
- c.** Contractor's Manager shall act as the Civil Rights Liaison (CRL) between the contracted agency and the CCA and DPSS Civil Rights Section (CRS).
- d.** Forward all PA 607s to the CCA within two business days and maintain a copy.
- e.** CRL shall not attempt to investigate Civil Rights complaints. All investigations are handled by the CRS.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) AND CONTRACT DISCREPANCY REPORT (CDR)

1.1 INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the Standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the fiscal deductions for unsatisfactory performance.

All listings of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant, in any case, to create, extend, revise or expand any obligation of Contractor beyond that defined in the main body of the Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis for liquidated damages deductions.

The County expects a high standard of Contractor performance for the required service. DPSS will work with the Contractor to help resolve any areas of difficulty brought to the attention of the County Contract Administrator (CCA) by Contractor before the allowable deviation from the acceptable Standard occurs. However, it is the Contractor's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace Contractor's obligation to provide expert professional services to the County.

1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart as set forth on pages 6-11 of this exhibit and:

1. Provides the required services and Participant outcomes and cites the Section or Paragraph where referenced (Column 1 of chart).
2. Defines the Standards of performance for each of the required services and outcomes (Column 2 of chart).

3. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service or outcome that is allowed before the County assesses fiscal deductions or points (Column 3 of chart).
4. Indicates the method of monitoring the services (Column 4 of chart).
5. Indicates the fiscal deductions to be assessed for failing to meet the AQL for each listed required service or outcome (Column 5 of chart). The AQL serves as the baseline for assessing fiscal deductions.

1.3 QUALITY ASSURANCE

Each month Contractor performance will be compared to the Standards AQL's using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

1. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;
2. Random sampling of items such as reports, invoices, etc. For random sampling of tables/methods to be used by County, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin;
3. Review of Reports, Statistical Record and Files maintained by the Contractor;
4. On-site evaluations;
5. Participant interviews; and
6. Review of Complaints or justification of number of complaints.

1.4 MEASURABLE OUTCOMES

Contractor shall provide services that address, but are not limited to, the following measurable indicators:

- Participants obtain employment of at least 20 hours or more per week.
- Participants acquire the skills and knowledge to search for and apply for jobs.

- Participants establish and implement an individualized plan to find employment.
- Participants acquire the soft skill necessary to keep a job.

1.5 PERFORMANCE MEASURES

T.5.1 The Contractor shall demonstrate in writing how the direct services impact the measurable outcome, upon the County's request.

T.5.2 The Contractor shall maintain the following documents that reflect the benchmarks are being met:

- Required statistical reports related to the provided services
- Required documents such as business license, certifications, attendance records, employer verifications, etc. related to the provided services
- Orientation and JRT session schedules
- Orientation and JRT curriculum

1.6 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the service expectation is met and the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL.

When the performance is unacceptable, the CCA will issue a CDR, (See Exhibit B - Technical Exhibit 1, page 1) to the Contractor's Manager. The Contractor is required to:

1.6.1 Respond in writing to the CCA within five business days, acknowledging the reported discrepancies or presenting contrary evidence.

1.6.2 A Corrective Action Plan, including a timetable, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within ten business days.

1.6.3 Implement the Corrective Action Plan,

The CCA will evaluate the Contractor's response and Corrective Action Plan. County shall determine if any fiscal deductions will be assessed.

1.7 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE – RANDOM SAMPLING

The CCA will determine the number of defects that renders a service unsatisfactory as follows:

- 1.7.1 Select a sample at random so that it will be representation of the entire population.
- 1.7.2 Compare the sample to the Standard, and the conclusions made are about Contractor performance for the whole group.
- 1.7.3 The random sampling plan includes the following information:
Acceptable Quality Level (AQL) - The maximum percent of defects that can be accepted and still meet the Contract Standard for satisfactory performance;

Lot Size - The total number of unit or services to be provided, and
Sample Size - The number of units to be checked in a given time period.

The *AQL* for each sample is taken from the PRS. The lot size is determined by how often the CONTRACTOR will provide a service during the month. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

1.8 REMEDY OF DEFECTS

Notwithstanding a finding of unacceptable performance service and assessment of fiscal deductions, Contractor must, within ten business days, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

1.9 UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor performance does not conform with the requirements of this Contract, County shall have the option to apply any or all of the following nonperformance remedies:

- 1.9.1 Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent the recurrence of unacceptable performance.
- 1.9.2 Reduce payment to Contractor by a computed amount based on the fiscal deductions in the PRS Chart (Exhibit B - Technical Exhibit 1).

- 1.9.3 Reduce, suspend, cancel, or terminate the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 1.9.4 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to satisfactorily perform the unacceptable work within ten workdays shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s) satisfactorily, as determined by County, shall be credited to County on Contractor's future invoice. This section does not preclude County's right to terminate the Contract upon ten days written notice with or without cause, as provided for in Contract, Subsection 8.47, Termination for Convenience.

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES/OUTCOMES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
Participants obtain employment of at least 20 hours or more per week. Exhibit A - Statement of Work, Participant Outcomes	The percentage of Participants in JRT who start a job of 20 hours or more per week that is expected to last 30 days or more. <ul style="list-style-type: none"> 15% Job Placement Rate (Placements/Total Participant JRT starts) per Service Area. 60 Day window from start of JRT. 	NONE	Random Sampling On-Site Observation Review of MMR User Complaint	1% of Contractor's monthly fixed fee for the Service Area
Participants acquire the skills and knowledge to search for and apply for jobs. Exhibit A - Statement of Work, Participant Outcomes	The number of job applications completed by Participants both online and in person. <ul style="list-style-type: none"> A minimum of 20 applications per Participant for the 2 weeks of Job Search (average 2 per day). 	5%	Random Sampling On-Site Observation Review of MMR User Complaint	\$500 per occurrence
Participants establish and implement an individualized plan to find employment. Exhibit A - Statement of Work, Participant Outcomes	Participant's records document the plan, resume, sample job application and participation in mock interviews. <ul style="list-style-type: none"> Participant's Case records must contain documentation/copies of such (100% of all forms). 	2%	Random Sampling On-Site Observation Review of MMR User Complaint	\$500 per occurrence
Participants acquire the soft skill necessary to keep a job. Exhibit A - Statement of Work, Participant Outcomes	Participants pass a standard job search/ job retention skills test at the end of the first week of JRT (Exhibit B - Technical Exhibit 12). <ul style="list-style-type: none"> 75% passing score 90% must pass the Job Search/Job Retention test 	10%	Random Sampling On-Site Observation Review of MMR User Complaint	\$500 per occurrence
Provide required Orientation services to GROW Participants in a timely manner, for the appropriate duration, covering all required curriculum, as specifically outlined in the Statement of Work. Exhibit A - Statement of Work, Section 1.1 Orientation	Require Orientation direct and related services be performed timely, for the appropriate duration, and covers all the required curriculum.	NONE	Random Sampling On-Site Observation Review of MMR User Complaint	\$500 per occurrence

REQUIRED SERVICES/OUTCOMES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
Provide required Job Readiness Training (JRT) services to GROW Participants in a timely manner, for the appropriate duration, covering all required curriculum, as specifically outlined in the Statement of Work. Exhibit A - Statement of Work, Section 1.2 Job Readiness Training	Require JRT direct and related services be performed timely, for the appropriate duration, and covers the entire required curriculum.	NONE	Random Sampling On-Site Observation Review of MMR User Complaint	\$500 per occurrence
Ensure County is notified in writing of any change in the name or address of the Contractor Manager within 10 calendar days. Exhibit A - Statement of Work, Section 2.2, Subsection 2.2.2.7	Require Contractor to notify the County in writing of any change in the name or address of the Contractor Manager.	NONE	Inspection On-Site Observation	\$50 per occurrence
Ensure all direct service employees are trained on County-approved, Contractor developed curriculum. Exhibit A - Statement of Work, Section 2.2, Subsection 2.2.2.2	100% of the staff is trained on approved curriculum prior to Contract start date or within 30 calendar days after starting employment.	NONE	On-site Observation Review of MMR Review of Employee Training Folder	\$500 per occurrence
Initiate and maintain a Participant folder for each GROW Participant as required by COUNTY. Exhibit A - Statement of Work, Section 2.4, Record Keeping	A folder is initiated and maintained for each GROW Participant in accordance with COUNTY requirements.	2%	Random Sampling On-Site Review	\$500 per occurrence
Report any and all changes in the GROW Participant's status and/or circumstances during the JRT sessions to the GROW case manager via the GROW computer system within 3 workdays and to document the Participant's folder. Exhibit A - Statement of Work, Section 2.6, Reporting, Subsection 2.6.3	Require all changes in the GROW Participant's status and/or circumstances during JRT sessions to the GROW case manager be reported via the GROW computer system within 3 workdays and to document the Participant's folder.	NONE	On-Site Review User Complaint	\$100 per occurrence

REQUIRED SERVICES/OUTCOMES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
Provide required ongoing Job Development services to GROW Participants for the duration of the contract, as specifically outlined in the Statement of Work. Exhibit A - Statement of Work, Section 1.3, Job Development	Require ongoing Job Development services to GROW Participants be performed during the duration of the contract, as specifically outlined in the Statement of Work.	NONE	On-Site Observation Review of MMR User Complaint	\$500 per occurrence
Provide services during COUNTY's normal business hours, Monday through Friday, as required by COUNTY. Exhibit A - Statement of Work, Section 1.7, Hours of Operation/Holidays	Require direct services be performed by CONTRACTOR during the required hours of operation.	NONE	Random Sampling On-Site Observation Review of MMR User Complaint	\$500 per occurrence
Ensure there are sufficient professional, experienced, and bilingually competent staff to administer GROW Job Services to the COUNTY's General Relief (GR) populations in the requested English and non-English languages. Exhibit A - Statement of Work, Section 2.2.2, Staffing	Provide sufficient professional, experienced, and bilingually competent staff to administer GROW Job Services to the COUNTY's GR populations in the requested English and non-English languages.	NONE	On-Site Observation User Complaint Comparison of staffing plan to actual staff in place	\$500 per occurrence
Ensure key management staff are available for the CCA to contact and all non-management staff are present for delivery of Orientation and JRT services. Ensure all vacancies are filled timely and in the interim, ensure vacancies do not negatively impact service delivery. Exhibit A - Statement of Work, Section 2.2.2, Staffing	Provide key management staff and provide qualified replacements within 15 calendar days of vacancy. Ensure all staff levels are present for delivery of Orientation and JRT services and ensure that vacancies are filled within 30 calendar days of vacancy. Have a staffing plan to ensure there is no adverse impact on service delivery due to the staff reduction.	NONE	100% Inspection On-Site Observation User Complaint Comparison of staffing plan to actual staff in place.	\$500 per occurrence
Contractor shall provide JRT facilities. Contractor shall provide no cost parking space for County-designated staff and GROW Participants at each Contractor-leased facilities. Exhibit A - Statement of Work, Section 2.2.1, Facilities	Contractor shall provide JRT facilities as needed with no cost parking. These facilities shall be close in proximity to the GR Districts and shall be within a 5 mile radius or 40 minute travel time by public transportation of the GR District.	NONE	100% Inspection On-Site Observation Review of MMR User Complaint	\$500 per day

REQUIRED SERVICES/OUTCOMES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
Contractor shall maintain and update a computerized inventory list of furniture, equipment, supplies, computers, etc. at each of the JRT sites using the on-site GROW computer workstation. Exhibit A - Statement of Work Section 2.3, GROW Computer and Equipment Inventory Maintenance	Ensures the computerized GROW inventory list is maintained and updated according to County standards.	NONE	Review of Inventory List	\$100 per occurrence
Ensure an immobile security-lock safe is located in a secured area on-site to keep the bus passes and bus tokens. Exhibit A - Statement of Work, Section 2.5, Transportation Allowance, Subsections 2.5.2 and 2.5.4.	Contractor shall assign an administrative staff to receive and control the distribution of bus passes and bus tokens to the GROW sites. Ensure an immobile security-lock safe is located in a secured area on-site to keep the bus passes and bus tokens.	NONE	100% On-Site Inspection	\$50 per occurrence
Maintains the confidentiality of GROW Participant's records by maintaining files in locked drawers and cabinets at JRT sites and at Contractor's headquarters. Maintain Confidentiality Agreements on file for all staff. Exhibit A - Statement of Work, Section 2.4, Record Keeping, Subsection 2.4.3	All Contractor employees have Confidentiality Agreements on file prior to the employee's start date. Ensure the terms of Confidentiality Agreement are adhered to.	NONE	Random Sampling On-Site Review	\$500 per occurrence
Complies with the terms of the Civil Rights Handbook as directed by DPSS, and as specifically outlined in the Statement of Work. Exhibit A - Statement of Work, Section 2.7, Civil Rights Complaints Procedure	Ensures the terms of the Civil Rights Resolution Agreement are met.	NONE	On-Site Review User Complaint	\$500 per occurrence
Provide verification of insurance coverage to the CCA prior to the Contract start date and annually during the term of the Contract. Contract Terms and Conditions, Section 8.28 General Insurance Requirements and Section 8.29, Insurance Coverage Requirements	Ensures that all insurance policies are current and meet insurance requirements.	NONE	100% Review	\$500 per occurrence

REQUIRED SERVICES/OUTCOMES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
Develop and maintain a Quality Control Plan. Exhibit A - Statement of Work, Section 1.5, Contractor Quality Control Plan	Contractor develops and complies with the County-approved Quality Control Plan.	NONE	Review of QC Plan and Compliance with the Plan	\$500 per occurrence
Provide accurate and complete invoices in a timely manner, as requested by County. Contract, Terms and Conditions Section 5.5, Invoice & Payment	All accurate and complete invoices are submitted within 15 calendar days after the service month.	2 Business Days	100% Review of Invoices and date received by County.	\$50 per occurrence
Provide accurate and complete reports in a timely manner, as requested by County. Exhibit A - Statement of Work, Section 2.6, Reporting	All accurate and complete reports are submitted in a timely manner as required by County.	2 Business Days	100% Review of Reports Review of MMR	\$50 per occurrence
Provide JRT Participants 5 Job Leads per week. Exhibit A - Statement of Work, Section 1.3 Job Development, Subsection 1.3.1.4	Contractor is required to provide five Job Leads per week to JRT Participants	NONE	On-site review Review of case record	\$100 per occurrence
Coordinate and hold Job Fairs and on-site employer recruitments at least every 3 months. Exhibit A - Statement of Work, Section 1.3 Job Development Services, Subsection 1.3.4	Job Fairs and on-site employer recruitments are held every three months at all JRT sites.	NONE	On-site review Review of MMR	\$500 per occurrence
Contractor shall maintain all required documents as specified in section 8.42 Record Retention & Inspection/Audit Settlement. Contract, Terms and Conditions Section 8.42	Maintain all required documents specified in section 8.42.	NONE	On-site review	\$500 per occurrence

REQUIRED SERVICES/OUTCOMES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
Provide a response to CDRs to CCA within 5 days. Exhibit A - Statement of Work , Quality Assurance Plan, Sub-Section 1.6.2	Contractor is required to respond to the receipt of the CDR timely within 5 business days.	NONE	100% Inspection	\$500 per occurrence
Provide Corrective Action Plan to CCA within 10 days of CDR Exhibit A - Statement of Work , Quality Assurance Plan, Sub-Section 1.6.2	Contractor required to provide Corrective Action Plan to CCA within 10 business days.	NONE	100% Inspection	\$500 per occurrence
Contractor shall ensure that the corrective action is implemented according to the timetable approved by County Exhibit A - Statement of Work , Quality Assurance Plan, Sub-Section 1.6.2	Contractor required to implement corrective action plan timely.	NONE	100% Inspection	\$500 per occurrence

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATE:

Returned by Contractor: _____

Action Completed : _____

CONTRACTOR PERFORMANCE

DISCREPANCIES: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of Contractor Representative

Date

COUNTY

ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

Contractor Representative's Signature and Date

GR DISTRICT OFFICES AND DPSS GROW OFFICES

SERVICE AREA	GR DISTRICT	DPSS GROW OFFICES
1	District #20 - San Gabriel 3352 Aerojet Street El Monte 91731	GROW Site #08 - San Gabriel 3352 Aerojet Street El Monte 91731
	District #36 - Pomona 2040 W. Holt Avenue Pomona 91768	GROW Site #12 - Pomona 416 N. Garey Avenue Pomona 91767
	District #15 - Metro East 2855 East Olympic Boulevard Los Angeles 90023	GROW Site #07 – Humboldt 2200 N. Humboldt Avenue Los Angeles 90031
2	District #14 - Civic Center 813 East 4 th Place Los Angeles 90013	GROW Site #06 - Civic Center 813 East 4 th Place Los Angeles 90013
	District #70 - Metro Special 2615 S. Grand Avenue Los Angeles 90007	GROW Site #14 - Metro Special 2615 S. Grand Avenue Los Angeles 90007
3	District #32 – East Valley San Fernando Branch 9188 Glenoaks Blvd. Sun Valley 91352	GROW Site #10 - San Fernando San Fernando Branch #32 9188 Glenoaks Blvd. Sun Valley 91352
	District #67 – Lancaster 337 East Avenue K-10 Lancaster 93535	GROW Site #11 - Lancaster 337 East Avenue K-10 Lancaster 93535
4	District #08 - Southwest Special 1819 W. 120 th Street Los Angeles 90047	GROW Site #04 – Southwest Special 1819 W. 120 th Street Los Angeles 90047
	District #27 - South Central 10728 South Central Avenue Los Angeles 90059	GROW Site #09 - South Central 2701 Firestone Blvd. South Gate 90280
	District #07 - South Special 17600 “B” South Santa Fe Avenue Rancho Dominguez 90221	GROW Site #03 - South Special 17600 “B” South Santa Fe Avenue Rancho Dominguez 90221

SERVICE AREA	GR DISTRICT	DPSS GROW OFFICES
5	District #60 - Rancho Park 11110 W. Pico Blvd. Los Angeles 90064	GROW Site #13 - Rancho Park 11110 W. Pico Blvd. Los Angeles 90064
	District #10 - Wilshire Special 2415 W. 6 th Street Los Angeles 90057	GROW Site #05 - Wilshire Special 2415 W. 6 th Street Los Angeles 90057
6	District #02 - Glendale 4680 San Fernando Road Glendale 91204	GROW Site #01 - Glendale 4680 San Fernando Road Glendale 91204
	District #03 - Pasadena 955 N. Lake Avenue Pasadena 91104	GROW Site #02 – Pasadena 955 N. Lake Avenue Pasadena 91104

EXPLANATION OF GR DISTRICT OFFICE BOUNDARIES

1. CIVIC CENTER DISTRICT

Civic Center District services the Central Los Angeles area, including downtown skid row.

2. WILSHIRE SPECIAL

Wilshire Special District services the communities of Echo Park, Silver Lake, Hollywood, and part of Central Los Angeles.

3. RANCHO PARK

Rancho Park District services the West Los Angeles area. This district services an area that stretches from Mulholland Drive on the North to Florence on the South, and from Crenshaw Boulevard on the East to the Pacific Ocean on the West.

4. METRO SPECIAL

Metro Special District services the South Central and the west metropolitan Los Angeles area.

5. METRO EAST DISTRICT

Metro East District services portions of the City of Los Angeles, the cities of Bell, Maywood, Vernon, Huntington Park, as well as the unincorporated areas.

The district's boundary touches the city of Monterey Park to the East, extends to the San Bernardino Freeway on the North, to the City of South Gate on the South, and the Golden State Freeway, the Los Angeles River, and Alameda Avenue borders the West. The western boundaries separate the East Los Angeles community from the central and greater Los Angeles area.

6. PASADENA

Pasadena District services the communities of Pasadena, South Pasadena, San Marino, Arcadia, Altadena, Sierra Madre, and Monrovia.

7. SAN GABRIEL VALLEY

San Gabriel Valley District services the communities of Alhambra, San Gabriel, Temple City, and parts of Arcadia, El Monte, Monrovia, Monterey Park, and Rosemead.

8. POMONA

Pomona District services the communities of Pomona, Claremont, San Dimas, La Verne, Glendora, Azusa, Covina, West Covina, Walnut, Diamond Bar and Rowland Heights.

9. SOUTHWEST SPECIAL

Southwest Special District's boundaries extend from the Los Angeles inner city to the communities of Gardena, Torrance, Redondo Beach, Manhattan Beach, Hermosa Beach, Hawthorne, Inglewood, Playa Del Rey, and Marina Del Rey.

10. SOUTH CENTRAL

South Central District services South Central Los Angeles.

11. SOUTH SPECIAL

South Special District's boundaries are the City of Long Beach, Willowbrook, Huntington Park, Bell, Bell Gardens, Pico Rivera, City of Industry, Hacienda Heights, and Rowland Heights to the North, Orange County to the East, the Pacific Ocean including the Santa Catalina Islands to the South, and Torrance, Gardena, Hawthorne, and Inglewood to the West.

12. GLENDALE

Glendale District services the Glendale area.

13. SAN FERNANDO VALLEY

San Fernando Valley District services the San Fernando Valley and Santa Clarita Valley.

14. LANCASTER

Lancaster District services Lancaster and Palmdale.

The district's boundaries are the San Bernardino County line on the East, the Kern County line on the North, and the Ventura County line on the Northwest.

GROW Service Area and Projected Caseloads

GROW SERVICE AREA	GROW SITE	JRT SITE PROVIDED BY	April 2013 Caseload per GROW Site	April 2013 Caseload Per GROW Service Area
1	San Gabriel Valley	Contractor	3762	9954
	Pomona	County	1980	
	Metro East	County	4212	
2	Civic Center	Contractor	1911	8396
	Metro Special	County	6485	
3	San Fernando	Contractor	2889	6883
	Lancaster	Contractor	3994	
4	Southwest Special	County	5561	17572
	South Central	County	2169	
	South Special	Contractor	9842	
5	Rancho Park	County	3348	5957
	Wilshire Special	Contractor	2609	
6	Glendale	Contractor	1911	3145
	Pasadena	Contractor	1234	
	TOTAL		51907	51907

Note: This chart reflects the total number of Participants in the GROW caseload as of April 2013. From the total number, a monthly average of 7,404 Participants attended Orientation in FY 2012-13 (July 2012-March 2013) and a monthly average of 1,414 Participants attended JRT in FY 2012-13 (July 2012-March 2013). Refer to Exhibit B - Technical Exhibit C-4 for Average Monthly Orientation and JRT Attendance by GROW Site. Participants will be assigned to Orientation and JRT based on an established limit that can be accommodated in the class.

**Average Monthly Orientation and JRT Attendance by GROW Site from
July 2012 to March 2013**

Service Area	GROW Sites	ORIENTATION			JOB READINESS TRAINING		
		Average Referred Per Month	Average Showed Per Month	Average %* Per Month	Average Referred Per Month	Average Showed Per Month	Average %* Per Month
1	San Gabriel Valley	759	679	89%	226	140	62%
	Pomona	420	375	89%	71	45	61%
	Metro East	799	691	86%	284	174	59%
2	Civic Center	302	220	73%	78	50	62%
	Metro Special	1105	888	80%	434	205	51%
3	San Fernando	574	474	83%	167	73	41%
	Lancaster	744	591	79%	125	88	65%
4	Southwest Special	1138	833	73%	352	146	39%
	South Central	315	251	80%	115	64	56%
	South Special	1312	1075	82%	348	138	37%
5	Rancho Park	577	478	83%	127	77	59%
	Wilshire Special	469	365	78%	162	101	57%
6	Glendale	357	269	75%	106	54	47%
	Pasadena	257	215	84%	104	59	51%
	TOTAL	9128	7404		2699	1414	
	AVERAGE SHOW %			81%			53%

*The current average show/attendance rate for Orientation is approximately 81%.

**The current average show/attendance rate for JRT is approximately 53%.

ORIENTATION & JOB READINESS TRAINING SCHEDULE PER SITE

Site	English Frequency	Time	Spanish Frequency	Time	Other Languages*	Frequency*	Time*
San Gabriel							
Orientation	Daily	AM & PM	Twice per month (Every other Monday)	PM Only	Vietnamese	Every 3 months (Skip English)*	AM or PM
Job Readiness Training	Weekly on Monday	AM & PM	One every 3 weeks (Skip English)	AM Only	Vietnamese	Every 3 months (Skip English)*	AM or PM
Pomona							
Orientation	Daily	AM	Twice per month (Every other Monday)	AM Only	No	N/A	N/A
Job Readiness Training	Weekly on Monday	PM	Once every 3 weeks (Skip English)	PM Only	No	N/A	N/A
Metro East							
Orientation	Daily	AM & PM	Twice per week (Thursday & Friday)	AM Only	No	N/A	N/A
Job Readiness Training	Weekly on Monday	AM & PM	Once every 2 weeks	AM Only	No	N/A	N/A
Civic Center							
Orientation	Daily	AM & PM	Once per month (Last Tuesday of Month)	AM Only	No	N/A	N/A
Job Readiness Training	Weekly on Monday	AM & PM	Once every 3 weeks	AM Only	No	N/A	N/A
Metro Special							
Orientation	Daily	AM & PM	Twice per month (Last Thursday of Month)	AM & PM	Korean	Once per year*	AM or PM
Job Readiness Training	Weekly on Monday	AM & PM	Once every 2 weeks	PM Only	Korean	Once per year*	AM or PM
San Fernando							
Orientation	Daily	AM & PM	Twice per month (Every other Monday)	AM Only	Armenian	Once per quarter*	AM or PM
Job Readiness Training	Weekly on Monday	AM & PM	Every 4th Monday of the Month	PM Only	Armenian	Once per month*	AM or PM
Lancaster							
Orientation	Daily	AM & PM	Once per month (3rd Monday of Month)	AM Only	No	N/A	N/A
Job Readiness Training	Weekly on Monday	AM & PM	Once every 4 weeks	PM Only	No	N/A	N/A
Southwest Special							
Orientation	Daily	AM & PM	Once per month (Last Wed. of Month)	PM Only	Vietnamese	Once per year*	AM or PM
					Korean	Once per year*	AM or PM
Job Readiness Training	Weekly on Monday	AM & PM	Once every third week	AM Only	Vietnamese	Once per year*	AM or PM
					Korean	Once per year*	AM or PM
South Central							
Orientation	Daily	AM	Once per month (3rd Thursday of Month)	AM Only	No	N/A	N/A
Job Readiness Training	Weekly on Monday	AM & PM	Once every 3 weeks	AM Only	No	N/A	N/A
South Special							
Orientation	Daily	AM & PM	Once per week (Every Thursday)	PM Only	Armenian	Once per year*	AM or PM
					Cambodian	Once per quarter*	AM or PM
Job Readiness Training	Weekly on Monday	AM & PM	Once every 3 weeks	AM Only	Armenian	Once per year*	AM or PM
					Cambodian	Once per quarter*	AM or PM
Rancho Park							
Orientation	Daily	AM & PM	Once per month (1st Monday of Month)	AM Only	No	N/A	N/A
Job Readiness Training	Weekly on Monday	AM & PM	Every 2nd Monday of the Month	PM Only	No	N/A	N/A
Wilshire Special							
Orientation	Daily	AM & PM	Once per week (Every Tuesday)	AM Only	Korean	Once per quarter*	AM or PM
					Armenian	Once per quarter*	AM or PM
Job Readiness Training	Weekly on Monday	AM & PM	Once every 3 weeks	AM Only	Korean	Once per quarter*	AM or PM
					Armenian	Once per quarter*	AM or PM
Glendale							
Orientation	Daily	AM & PM	Once per month (1st Monday of Month)	AM Only	Armenian	Once every other Tuesday	AM or PM
Job Readiness Training	Weekly on Monday	AM & PM			Armenian	Once per month (1st Monday of Month)	AM or PM
Pasadena							
Orientation	Daily	AM	Twice per month (Every other Tuesday)	AM only	Armenian	Once per year*	AM or PM
Job Readiness Training	Weekly on Monday	AM & PM	Once every 2 weeks	PM Only	Armenian	Once per year*	AM or PM

*Frequency of other languages is scheduled as determined by the County and may require to skip an English or Spanish Class.

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

PRACTICE APPLICATION

INSTRUCTIONS

(To be read to Participants in their Language)

1. GROW will give you lots of help to find a job. Although we haven't worked with most of you yet in completing job applications, we would like you to try out a little exercise for us. Don't think of this as a test, but as a beginning practice in completing a job application.
2. Please write your name and the date at the top of the Practice Application. Today's date is _____.
3. Do not complete the GAIN Services Worker Number line.
4. Now, for this exercise, pretend you are a job-seeker named Joyce (or James) Rodgers, and that you are being asked to fill out a job application form.

All of the information that you need to complete the application is in the story. Use only this information to complete the Practice Application form.

5. If you want to change your response, use the eraser – but make sure that answer is written clearly. If you have a problem completing the application for any reason, for example vision or reading problems, do the best you can anyway.
6. You will be asked to stop in 15 minutes.

GN 6143-2 (04/00)

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

Your Name _____ Date _____

GAIN Services Worker No. _____

PRACTICE APPLICATION

My name is Joyce or James Rodgers. I live at 1320 Josephine Street in Los Angeles, California. My zip code is 90827 and my phone is (562) 232-5409. MY social Security Number is 925-45-8899 and my Driver's License Number is DA135790.

I have worked at the Johnson Steel Mill since July 19, 1989. The mill is located at 1200 Lynwood Road in Vernon, CA 91321. I graduated from Cougar High School in June, 1988. After I graduated from high school, I worked at the mill full time as a loader for \$4.00 an hour. I received a promotion to a manager in 1992. Since then, I have supervised the shipping department. I am paid \$8.00 per hour.

I need to get another job because the mill is closing. I heard that Philip's Department Store is hiring managers. I want to earn at least \$10 per hour. I will be available to begin work in two weeks.

I	NAME (LAST, FIRST) 1		HOME TELEPHONE NUMBER 2	SOCIAL SECURITY NUMBER 7
	ADDRESS (NUMBER, STREET) 3a		(CITY, STATE AND ZIP CODE) 3b	DRIVER'S LICENSE NUMBER 8
	POSITION DESIRED 5	SALARY DESIRED 6	DATE AVAILABE FOR WORK (MD/Y) 4	
II	NAME OF MOST RECENT EMPLOYER 9			
	ADDRESS OF EMPLOYER (NUMBER, STREET) 10a		(CITY, STATE AND ZIP CODE) 10b	
	STARTING POSITION 11		STARTING SALARY 12	
	LAST POSITION 13		LAST SALARY 14	
	DUTIES 17			
	DATES EMPLOYED (MONTH/DAY/YEAR) 16			
	FROM 15 TO			
	REASON FOR LEAVING 18			
III	SCHOOL	NAME	MONTH/YEAR GRADUATED	
	HIGH SCHOOL	19	20	

GN 6143-1 (04/00)

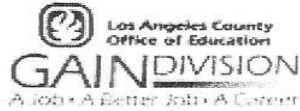
COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

PRACTICE APPLICATION - SCORING KEY

Participant's Name	Points
	0
Today's Date	0
1. Rodgers, Joyce or James	5
2. (562) 232-5409	5
3a. 1320 Josephine Street	2.5
3b. Los Angeles, California 90827 (Calif or CA)	2.5
4 In two weeks	5
5. Manager	5
6. \$10.00	5
7. 925-45-8899	5
8. DA 135790	5
9. Johnson Steel Mill	5
10a. 1200 Lynwood Road	2.5
10b. Vernon, CA 91321	2.5
11. Loader	5
12. \$4.00 per hour	5
13. Manager	5
14. \$8.00 per hour	5
15. July 19, 1989	5
16 Present / now / current	5
17. Supervise Shipping	5
18. Mill closing	5
19. Cougar High School	5
20. June 1988	5

GN 6143-3 (04/00)



GROW Participant Orientation Evaluation

Please provide us with input on your experiences in GROW Orientation.
Rate each area by circling **Y** = Yes; **X** = Neutral; **N** = No.

CLASSROOM

- | | | | |
|---|----------|----------|----------|
| 1. The classroom was neat and orderly..... | Y | X | N |
| 2. The classroom environment was pleasant and motivating..... | Y | X | N |
| 3. Class started on time..... | Y | X | N |

FACILITATORS

- | | | | |
|---|---|----------|----------|
| 1. The Facilitator was: | | | |
| • courteous and professional at all times..... | Y | X | N |
| • knowledgeable and informative..... | Y | X | N |
| • helpful and willing to answer questions..... | Y | X | N |
| • approachable and projected a positive mental attitude..... | Y | X | N |
| 2. DPSS Co-facilitator was: | | | |
| • courteous and professional at all times..... | Y | X | N |
| • knowledgeable and informative..... | Y | X | N |
| • helpful and willing to answer questions..... | Y | X | N |
| • approachable and projected a positive mental attitude..... | Y | X | N |
| 3. I was provided with (check all that apply): | | | |
| <input type="checkbox"/> GROW Appointment Letter | <input type="checkbox"/> REP Appointment Card | | |
| <input type="checkbox"/> Same day appointment with a GROW Services Worker | | | |

OVERALL

- | | | | |
|---|----------|----------|----------|
| 1. GROW Orientation was a positive experience for me..... | Y | X | N |
| 2. The various GROW employment programs were clearly explained..... | Y | X | N |
| 3. I am better informed about the GROW program after attending this
Orientation session..... | Y | X | N |

COMMENTS: _____

GROW Site	Date _____ / _____ / _____
Facilitator	<input type="checkbox"/> AM <input type="checkbox"/> PM

JOB READINESS TRAINING EVALUATION

As a participant, your feedback is important to us. Rate each aspect of the workshop on a 1 to 5 scale by circling your response to each item:

1 = Strong disagree 2 = Disagree 3 = Neither agree nor disagree 4 = Agree 5 = Strongly agree

CONTENT

- | | | | | | |
|---|---|---|---|---|---|
| 1. Workshop objectives and goals were clearly explained | 1 | 2 | 3 | 4 | 5 |
| 2. Content of workshop was relevant and useful..... | 1 | 2 | 3 | 4 | 5 |
| 3. Materials given are helpful and easy to follow | 1 | 2 | 3 | 4 | 5 |

FORMAT

- | | | | | | |
|--|---|---|---|---|---|
| 1. Workshop activities are stimulating and engaging..... | 1 | 2 | 3 | 4 | 5 |
| 2. The timing and pace of the workshop was appropriate..... | 1 | 2 | 3 | 4 | 5 |
| 3. Workshop offered effective strategies for job readiness and job search..... | 1 | 2 | 3 | 4 | 5 |

FACILITATOR

- | | | | | | |
|---|---|---|---|---|---|
| 1. Facilitator was knowledgeable on the topics presented..... | 1 | 2 | 3 | 4 | 5 |
| 2. Facilitator was courteous and professional..... | 1 | 2 | 3 | 4 | 5 |
| 3. Facilitator encouraged questions and allowed time for discussion. | 1 | 2 | 3 | 4 | 5 |

OVERALL

- | | | | | | |
|--|---|---|---|---|---|
| 1. I am better prepared for finding a job because of this workshop..... | 1 | 2 | 3 | 4 | 5 |
| 2. I have gained knowledge, tools and resources I can use to
achieve my employment goal | 1 | 2 | 3 | 4 | 5 |
| 3. Overall rating of the GROW Job Readiness Training | 1 | 2 | 3 | 4 | 5 |

COMMENTS:

What was the most rewarding experience of the GROW Job Readiness Training? Do you have any suggestions for improving this workshop?

GROW Site	Facilitator Name	Date
-----------	------------------	------

DRESS FOR SUCCESS

Appropriate Business Attire

Required classroom clothing for women and men to participate in a job services activity including job search is as follows:

WOMEN

- Suit (ideal - however, not all jobs require one)
- Skirt or slacks, blouse or a dress with blazer type jacket
- Stockings/nylons (Recommended)
- Simple jewelry, hairstyle and makeup
- Low or medium heeled pumps or flats

MEN

- Suit or sport coat (ideal - however, not all jobs require one)
- Dress shirt, slacks
- Tie, belt, and dress shoes with matching socks (dark colored)

PERSONAL HYGIENE

- Bathe
- Use deodorant
- Shave
- Clean and neatly manicured nails
- Brush teeth
- Wash and comb hair
- Clean and iron clothes

INAPPROPRIATE DRESS

- Denim - pants, skirts, blouses (any color)
- Short or mini skirts (must be at least knee length. (A maximum of 1" above the knee)
- See-through blouses/skirts, low cut or midriff tops
- Sun dresses, sleeveless dresses, and backless dresses (unless wearing a suit jacket)
- Large or excessive jewelry (no facial piercings)
- Tattoos should be covered (if possible)
- Body marks
- Extreme hairstyles, color or accessories
- Leggings (short or long)
- Any type of shorts
- Tee shirts
- Tank tops
- Slits (6" for skirts)
- Hats, caps
- Tennis shoes, platforms, boots above knee, any type of sandals
- Excessively long and/or decorated nails

Appropriate dress is necessary to participate and be successful in your job search. If you choose not to comply with these guidelines you will be referred to your Case Manager.

I understand the above and agree to abide by the outlined information.

Participant

Date

Revised July 2011

JOB READINESS TRAINING PARTICIPATION AGREEMENT

You will learn how to successfully look for jobs on your own! We will provide you with the tools and techniques available to develop your job search skills into a well thought-out strategy. The following guidelines will be critical to your success. Please take a moment to read them.

1. I will participate and cooperate in the program with full responsibility and professionalism, as I would do with a regular job.
2. I understand my attendance is mandatory, but if an emergency arises and I cannot attend the session, I will notify my trainer before the session starts, and later provide verification of the reason for being absent. I will contact the trainer directly, unless it is impossible for me to do so.
3. I am expected to be on-time at all times. If I know that I cannot avoid being late, I must call to inform the trainer. I will have to provide verification of the reason for being late.
4. I understand that breaks are provided to have a quick refreshment, snack or to use the restroom. I understand that I cannot bring any food or drinks into the class at any time.
5. I will not disrupt, interrupt or disturb this class, or other class sessions.
6. I understand smoking is not allowed on site.
7. I will not be allowed to participate in the program if I appear to be under the influence of alcohol or drugs.
8. I will maintain a positive attitude throughout my participation in the program. I understand that if I become disruptive or verbally abusive to my trainer, classmates, or staff members, I will not be allowed to participate in the class.
9. I understand that the use of telephones at the Resource Center is only for employment-related calls and not for personal purposes.
10. I will not use my cell phone while class is in session (texting, answering, making calls during class is not permitted) and I will put my cell phone on silent mode while in class.
11. I will not bring electronic devices (example: iPod, MP3 player, etc.) that will distract or interfere with the session.
12. I will always dress in professionally appropriate attire - as if I were going on a job interview.

I have read and understood the guidelines and agree to follow them.

Participant Signature

Date

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC SOCIAL SERVICES

GENERAL RELIEF OPPORTUNITIES FOR WORK PARTICIPANT PROFILE/EMPLOYMENT QUESTIONNAIRE

Answer all questions and return to GROW Case Manager

Name: _____	Case Number: _____	Date: _____
Address: _____	City: _____	ZIP Code: _____
Phone: _____	Message Phone: _____	
GROW Site: _____	Case Manager File : _____	

EDUCATION (If this information is on resumé, please attach)

1. Last grade completed: _____ High School Diploma or GED: ☐ Yes ☐ No
2. Vocational certificate or training: ☐ Yes ☐ No
If yes, what type: _____ Year received: _____
3. College graduate: ☐ Yes ☐ No If yes, provide major and college
College: _____ Major : _____
Year graduated: _____ ☐ 2 Year Degree ☐ 4 Year Degree

KNOWLEDGE,SKILLS AND ABILITIES (Check all that apply)

- ☐ Assembly ☐ Fax/Copier ☐ Security
- ☐ Clerical ☐ Forklift ☐ Telemarketing
- ☐ Construction ☐ Gardening/Landscaping ☐ Typing: _____ wpm
- ☐ Data Entry ☐ Restaurant/Food Preparation ☐ Warehouse
- ☐ Driver/trucking ☐ Retail Sales ☐ Windows 97-03/Vista
- ☐ Bilingual: Language: _____ ☐ Other: _____
- ☐ Machines/Equipment: _____
- ☐ Hobbies or outside interest: _____

WORK HISTORY

1. Name of employer: _____ Job title: _____
Dates employed: From: _____ to: _____
Address: _____ City: _____ ZIP Code: _____
Duties: _____ Phone: _____ Salary: _____
2. Name of employer: _____ Job title: _____
Dates employed: From: _____ to: _____
Address: _____ City: _____ ZIP Code: _____
Duties: _____ Phone: _____ Salary: _____

Do you have the following:

- ☐ Driver's License or California I.D. ☐ Social Security Card ☐ Resumé

ABP 148 (3/09)

Job Search/Job Retention Test

At the completion of the Job-Readiness Training, participants are expected to have learned the basic skills necessary to conduct successful job-searching activities and maintain employment. Participants should be able to understand the employer's expectations.

Please read the question or statement below and select the correct answer.

1. I have learned the basic skills in searching for employment such as:

- ☐ Creating/editing a resumé
- ☐ Completing a job application
- ☐ Preparing for job interviews
- ☐ All of the above
- ☐ None of the above

2. Before going on an interview, it is important and good practice to:

- ☐ Prepare and have a resumé
- ☐ Have references available
- ☐ Do a practice interview
- ☐ Have good grooming and proper attire
- ☐ Research the company
- ☐ All of the above
- ☐ None of the above

3. Which of the following is an important job skill?

- ☐ Working well with others
- ☐ Being well organized
- ☐ Being able to solve problems with coworkers
- ☐ Being at work on time
- ☐ All of the above
- ☐ None of the above

4. If I am given an assignment or task at work but do not understand the instructions given by my employer, I will:

- ☐ Do the work the best I can.
- ☐ Ask questions and have the employer explain it further.
- ☐ I don't want the employer to find out, so I will pretend I understood the instructions.
- ☐ I will wait until the last minute to ask question.

5. Frequent absences create problems for employers and coworkers and are a cause for dismissal.

- ☐ True
- ☐ False

6. Being consistently late causes problems for everyone because:

- ☐ It can delay the work of others.
- ☐ Employers depend on employees to be on time to work, after breaks and lunch
- ☐ All of the above
- ☐ None of the above

7. Which ability is more important to keep your job?

- ☐ Work independently
- ☐ Work as a team player
- ☐ Both abilities are important; working independently or as a team player, it will vary depending on the task.

8. Appropriate work attire is an important part of a job, which means:

- ☐ I must review the employer's dress code policy to ensure I do not wear inappropriate clothing.
- ☐ I can wear anything I like, even the clothes I wore to a friends' party!

9. Which of these two is the most important to the employer?

- ☐ To hire a candidate only to fill a vacancy
- ☐ To hire a candidate that has the expertise and skills required for the job
- ☐ To hire a candidate who has a positive "can do" attitude and is willing to learn on the job.
- ☐ None of the above

10. Which of the following is correct?

- ☐ It is important to put accurate and true information on your application.
- ☐ It is best to hide negative information about your past, so the employer will not find out about it.

Job Search/Job Retention Test

SCORE SHEET

At the completion of the Job-Readiness Training, participants are expected to have learned the basic skills necessary to conduct successful job-searching activities and maintain employment. Participants should be able to understand the employer's expectations.

Please read the question or statement below and select the correct answer.

1. I have learned the basic skills in searching for employment such as:

- ☐ Creating/editing a resumé (3 points)
- ☐ Completing a job application (3 points)
- ☐ Preparing for job interviews (3 points)
- ☐ All of the above (10 points)
- ☐ None of the above (0 points)

2. Before going on an interview, it is important and good practice to:

- ☐ Prepare and have a resumé (2 points)
- ☐ Have references available (2 points)
- ☐ Do a practice interview (2 points)
- ☐ Have good grooming and proper attire (2 points)
- ☐ Research the company (2 points)
- ☐ All of the above (10 points)
- ☐ None of the above (0 points)

3. Which of the following is an important job skill?

- ☐ Working well with others and solving problems with coworkers (3 points)
- ☐ Being well organized (3 points)
- ☐ Being at work on time (3 points)
- ☐ All of the above (10 points)
- ☐ None of the above (0 points)

4. If I am given an assignment or task at work but do not understand the instructions given by my employer, I will:

- ☐ Do the work the best I can. (5 points)
- ☐ Ask questions and have the employer explain it further. (10 points)
- ☐ I don't want the employer to find out, so I will pretend I understood the instructions. (0 points)
- ☐ I will wait until the last minute to ask question. (0 points)

5. Frequent absences create problems for employers and coworkers and are a cause for dismissal.

- ☐ True (10 points)
- ☐ False (0 points)

6. Being consistently late causes problems for everyone because:

- ☐ It can delay the work of others. (5 points)
- ☐ Employers depend on employees to be on time to work, after breaks and lunch (5 points)
- ☐ All of the above (10 points)
- ☐ None of the above (0 points)

7. Which ability is more important to keep your job?

- ☐ Work independently (5 points)
- ☐ Work as a team player (5 points)
- ☐ Both abilities are important; working independently or as a team player, it will vary depending on the task. (10 points)

8. Appropriate work attire is an important part of a job, which means:

- ☐ I must review the employer's dress code policy to ensure I do not wear inappropriate clothing. (10 points)
- ☐ I can wear anything I like, even the clothes I wore to a friends' party! (0 points)

9. Which of these is the most important to the employer?

- ☐ To hire a candidate only to fill a vacancy (5 points)
- ☐ To hire a candidate that has the expertise and skills required for the job (5 points)
- ☐ To hire a candidate who has a positive "can do" attitude and is willing to learn on the job. (10 points)
- ☐ None of the above (0 points)

10. Which of the following is correct?

- ☐ It is important to put accurate and true information on your application. (10 points)
- ☐ It is best to hide negative information about your past, so the employer will not find out about it. (0 points)

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

GENERAL RELIEF OPPORTUNITIES FOR WORK WELFARE-TO-WORK PLAN ACTIVITY ASSIGNMENT

GROW SITE:
ADDRESS:
PARTICIPANT NAME:
CASE NUMBER:

ACTIVITY – HOURS PER WEEK REQUIRED _____

My assigned activity and the date, time and location I am required to report are:

ASSIGNED ACTIVITY START DATE TIME EXPECTED COMPLETION DATE

LOCATION _____

I understand that if I do not attend the activity listed above, as required by the General Relief Opportunities for Work (GROW) Program, my General Relief benefits may be terminated. For the first instance of noncompliance without good cause, I can reapply immediately. The second instance results in a 30 day penalty, and the third and subsequent instances, result in a 60 day penalty.

I understand that, if I am in a self-initiated program (SIP), an education/training program or work experience program, I must provide proof of enrollment. I must also provide proof of satisfactory progress when I receive a Progress Report. I understand the Progress Report will be mailed to me at least every 30 days.

I understand that I have up to 30 days to ask for a change in my activity when I have been assigned after Vocational Assessment. If my Case Manager agrees to the change, I know I have to sign a new Activity Agreement.

WORK-RELATED EXPENSES

GROW will pay for work-related expenses such as transportation and training/work-related costs if I need them to participate in the program.

I have reviewed my need for work-related expenses with my Case Manager. I understand that I do not have to participate until arrangements are made. I understand that I must tell my Case Manager right away of changes in my needs or if I no longer need them. I understand that if GROW pays for work-related expenses that are more than I need to participate, I will have to pay them back.

SUPPORTIVE SERVICES

I understand that if supportive services are assigned as part of the Welfare-to-Work Plan - Activity Assignment, I am required to participate. I understand that failure to participate may result in the termination of my General Relief benefits. For the first instance of noncompliance without good cause, I can reapply immediately. The second instance results in a 30 day penalty and the third and subsequent instances result in a 60 day penalty.

CERTIFICATION

I understand my Rights and Responsibilities for participation in GROW. I understand that I can contact my Case Manager with any questions. I understand that I have three days to think about the terms of this Activity Assignment. If I do not tell my Case Manager about any problems that may prevent me from participating in this activity by _____, this contract is final.

I have read, or had read to me and understand this Welfare-to-Work Plan - Activity Assignment and have received a copy of it. If I fail to meet my responsibilities without a good reason, my General Relief may stop and I may receive a penalty.

PARTICIPANT SIGNATURE		DATE	
CASE MANAGER SIGNATURE	FILE NUMBER	TELEPHONE	DATE

ABP 1463

Revised 11/08

GROW ORIENTATION ATTENDANCE SHEET FOR PARTICIPANTS SERVED

MONTH OF (MONTH/YEAR)

SITE: _____

CASE NUMBER	PARTICIPANT NAME	PARTICIPANT ID	START DATE & TIME	TYPE OF SERVICE

GROW JOB READINESS TRAINING CLASSES ATTENDANCE SHEET FOR PARTICIPANTS SERVED

MONTH OF _____

SITE: _____

CASE NUMBER	PARTICIPANT NAME	PARTICIPANT ID	START DATE & TIME	TYPE OF SERVICE

REQUEST FOR EMPLOYMENT VERIFICATION

Employment Release of Information

I, _____ whose last four digits of social security number are: _____
 authorize the release of my employment information to: _____
 Signature: _____ Date: _____

Employment Information

Employer: _____ Start date: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Title: _____ Salary/Hourly Wage: _____ Hours per week: _____
 Duration: ☐ Permanent ☐ Temporary Type of Employment: ☐ Full-time ☐ Part-time
 Telephone: _____ Fax: _____ Email: _____
 Signature: _____ Title: _____ Date: _____

For Office Use Only

Agency: _____ Name of Verifier: _____
 Address: _____ City: _____ State: _____ Zip: _____
 GROW Site: _____ GROW Case Manager Name: _____
 Component: _____ Start Date: _____ End Date: _____
 Signature: _____ Date Verified: _____

**GROW JOB SERVICES
MONTHLY MANAGEMENT REPORT**

REPORT MONTH: _____ **CONTRACTOR:** _____
SITE: _____

DATA TO BE REPORTED: OTHER DATA TO BE REPORTED

Orientation

Number of Sessions Scheduled
Total Number of Sessions Started
Number of Participants Scheduled
Number of Participants Shows
Number of Participants Dropped Out
Number of Participants No-Shows
Number of Participants Completes
Number of Participants Referred Back to Case Manager:
Number of Participants Referred for Supportive Services (specify):

Job Readiness Training (JRT) Data reported must be for each type of JRT provided –
Basic & Advanced and Youth Classes

Number of Sessions Scheduled
Total Number of Sessions Started
Number of Participants Scheduled
Number of Participants Starts
Number of Participants Dropped Out
Number of Participants No-Shows
Number of Participants Completes
Number of Participants Referred Back to Case Manager:
Number of Participants Referred for Supportive Services (specify):
Number of Job Placements 20 hours or more
Number of Job Placements less than 20 hours

OTHER DATA TO BE REPORTED

Participant Success Stories
Number/Percentage of Participant Feedback Sheets Completed per Component,
including Analyses of Participant Evaluations Collected
Information on Job Development/Job Fairs/Recruitment and other Outreach Activities
Use of Community and Outside Resources
Complaints Received and their Outcomes/Resolution
Training provided to Contractor staff, including new staff hired
Any GROW Site Issues/Concerns

NOTE: Supporting documentation must accompany all reported data as verification.

General Relief Opportunities for Work

Certificate of Completion

is presented to

*for successfully completing a Job Readiness Training
Program that includes:*

*Employer Expectations
Resume Writing
Interviewing Techniques*

*Goal Setting
Job Retention
Communication*

Date

Facilitator

Agency

**CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS
FOR CONTRACTORS/VENDORS**

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into ***an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services Region IX*** placing new requirements on DPSS and DPSS' Contractors. As part of those requirements, DPSS will expand its role in training Contractor staff that works with DPSS CalWORKs Participants, on Civil Rights requirements.

Contractors shall comply with the terms of ***the Resolution Agreement*** as directed by DPSS, which includes but is not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to Participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all Participants
- Maintaining records and record retention of all Civil Rights related correspondence to Participants

CIVIL RIGHTS TRAINING REPORT

Contractor: _____

Address: _____

Contractor Manager: _____

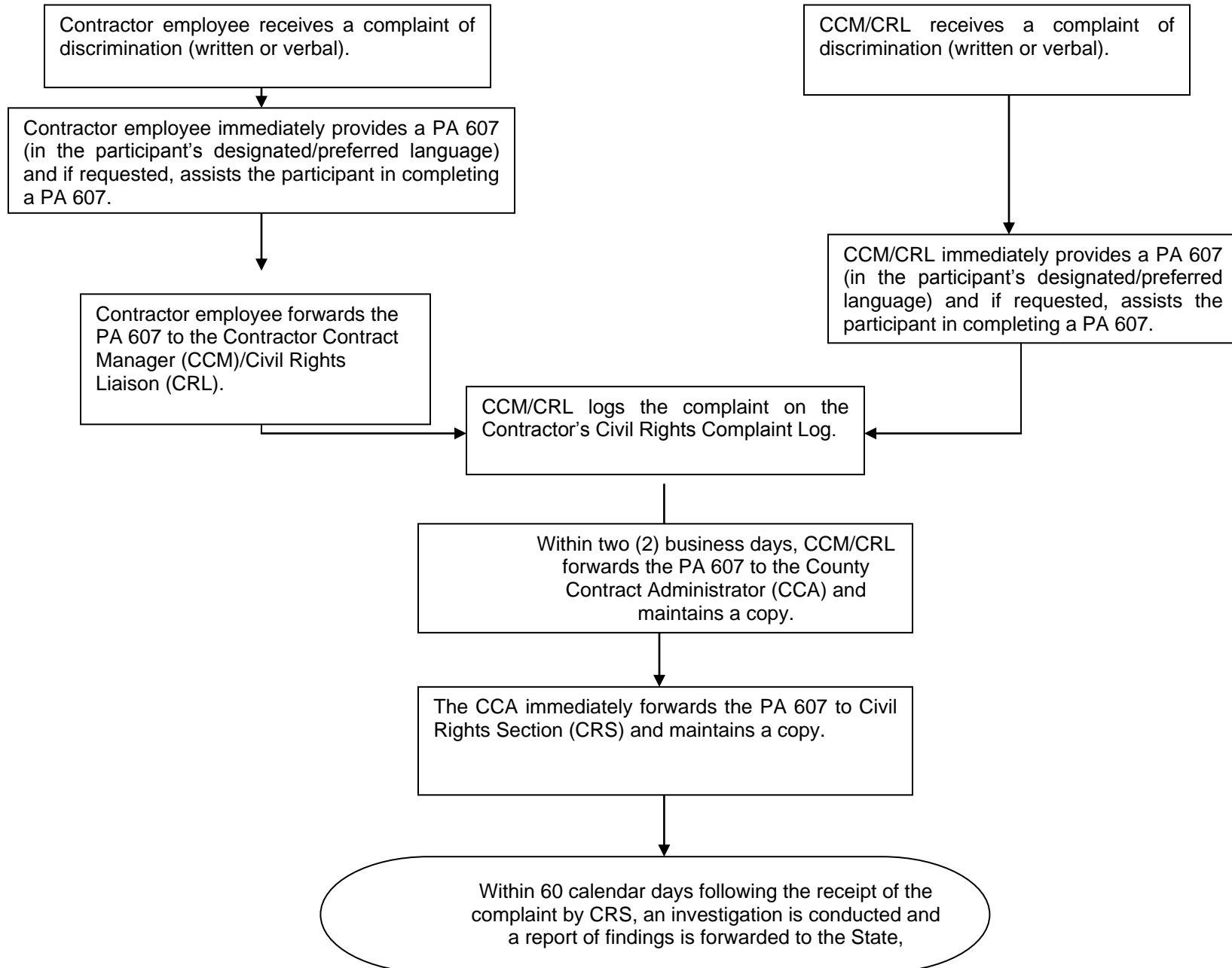
Phone Number: _____

Number of staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____

CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS



County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME:

CASE NUMBER:

I, _____, hereby file this complaint of discriminatory treatment
(Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my:

- | | | |
|--|---|--|
| <input type="checkbox"/> RACE | <input type="checkbox"/> DISABILITY | <input type="checkbox"/> ETHNIC GROUP IDENTIFICATION |
| <input type="checkbox"/> NATIONAL ORIGIN | <input type="checkbox"/> RELIGION | <input type="checkbox"/> SEX |
| <input type="checkbox"/> MARITAL STATUS | <input type="checkbox"/> AGE | <input type="checkbox"/> COLOR |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> SEXUAL ORIENTATION | <input type="checkbox"/> DOMESTIC PARTNERSHIP |

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

Initial on the line
above if you give
consent.

CONSENT GRANTED – By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

Initial on the line
above if you do
not give consent.

CONSENT DENIED – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

(SIGNATURE)

(DATE)

ADDRESS: _____

TELEPHONE: _____

PA – 607 (REVISED 06/11)

CONTRACT BUDGET

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

	CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.		()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.		()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.		()	()
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.		()	()

 Signature

 Date

 Name and Title of Signer (please print)

CONTRACT ADMINISTRATION - COUNTY

CONTRACT NO. _____

COUNTY CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

INVOICE COUNTY CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACT ADMINISTRATION – COUNTY

**For issues pertaining to the DPSS-provided security guard contact
PROPERTY AND EMERGENCY MANAGEMENT SERVICES:**

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACT ADMINISTRATION-CONTRACTOR

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Title 2
ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a Contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular Contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The Contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the County of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to Contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to Contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of County counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a Contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the Contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any Contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any Contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

EXHIBIT H Page 4 of 4

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CHARITABLE CONTRIBUTION CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Potential Partner or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Potential Partner or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

 Bidder's/Offeror's Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977 and the American With Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | | (Circle One) | |
|----|--|--------------|----|
| | | Yes | No |
| 1. | CONTRACTOR has a written policy statement prohibiting discrimination in providing services and benefits. | | |
| 2. | CONTRACTOR periodically monitors the equal provision of services and benefits to ensure nondiscrimination. | | |
| 3. | Where problem areas are identified in the equal provision of services and benefits, the CONTRACTOR has a system for taking reasonable corrective action within a specified period of time. | | |

 Name and Title of Signer

 Signature

 Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED
COVERED TRANSACTION (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and
Voluntary Exclusion - Lower Tiered Covered Transaction (45 C.F.R. Part 76)

1. This certification is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Contractor shall provide immediate written notice to the person to whom this proposal is submitted if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tiered covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Contractor agrees by submitting this contract document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntary excluded from participation in this covered transaction, unless authorized by the department agency with which this transaction originated.
5. Contractor further agrees by submitting this contract document that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction (45 C.F.R. Part 76)," as set forth in the text of the Contract, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Contractor acknowledges that a participant in a covered transaction may relay upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntary excluded from covered transaction, unless it knows that the certification is erroneous.

Contractor acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Contractor acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Contractor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Contractor shall attach a written explanation to its proposal in lieu of submitting this Certification. Contractor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Contractor and/or securing federally funded Contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the Contract.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions (45 C.F.R. Part 76).

Contractor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded Contracts by any Federal department or agency.

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Print Name of Authorized Representative

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. **Employees of the County or of public agencies for which the Board of Supervisors is the governing body;**
2. **Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;**
3. **Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:**
 - a. **Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or**
 - b. **Participated in any way in developing the contract or its service specifications; and**
4. **Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.**

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Contractor Name

Official's Signature

1.0 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:_____ Date:_____

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Proposer Organization: _____

Signature: _____

PrintName: _____

Title: _____ Date: _____

Tel.#: _____ Fax#: _____

GAIN/GROW ATTESTATION - 10-14-03

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: _____ CONTRACT No.: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent Contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement and acknowledgment may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

CONFLICT OF INTEREST POLICY:

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- \$ California Work Opportunity and Responsibility for Kids (CalWORKs)
- \$ Los Angeles County General Relief Program (GR)
- \$ California Medi-Cal Program (Medi-Cal)
- \$ CalFresh Nutrition Program (CFNP)
- \$ Social Services to Adults, Children, and Families
- \$ Cuban/Haitian Entrant Program (CHEP)
- \$ Refugee Resettlement Program (RRP)
- \$ Special Circumstances (SC)
- \$ Repatriate Program (Repat)
- \$ Cash Assistance Program for Immigrants (CAPI)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME: _____ CONTRACT No.: _____

EMPLOYEE NAME: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

CONFLICT OF INTEREST POLICY:

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- \$ California Work Opportunity and Responsibility for Kids (CalWORKs)
- \$ Los Angeles County General Relief Program (GR)
- \$ California Medi-Cal Program (Medi-Cal)
- \$ CalFresh (CF)
- \$ Social Services to Adults, Children, and Families
- \$ Cuban/Haitian Entrant Program (CHEP)
- \$ Refugee Resettlement Program (RRP)
- \$ Special Circumstances (SC)
- \$ Repatriate Program (Repat)
- \$ Cash Assistance Program for Immigrants (CAPI)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME: _____ CONTRACT No.: _____

NON-EMPLOYEE NAME: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to

other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

CONFLICT OF INTEREST POLICY:

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- \$ California Work Opportunity and Responsibility for Kids (CalWORKs)
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- \$ Cuban/Haitian Entrant Program (CHEP)
- \$ Refugee Resettlement Program (RRP)
- \$ Special Circumstances (SC)
- \$ Repatriate Program (Repat)
- \$ Cash Assistance Program for Immigrants (CAPI)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. 1) It has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2012)
Cat. No. 205991

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

EXHIBIT S

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CRIMINAL CONVICTION INFORMATION NOTICE AND CERTIFICATION

All staff working under the GROW Job Services Contract with the Department of Public Social Services (DPSS) must read and sign this notice/certification prior to beginning work on this Contract, upon promotion and no less frequently than every three years.

The suitability of Staff who have been convicted of criminal acts and/or who have successfully completed probation or parole must be evaluated. Staff is required to truthfully and fully disclose criminal conviction(s). If you fail to disclose a criminal conviction, the Contract requires that you be removed from working on this Contract regardless of your work performance.

Due to the fact that legal terms by which criminal acts may be described differ among jurisdictions, the following is NOT a complete list of criminal convictions that may be considered in evaluating suitability to work on this Contract.

I. ACCEPTABLE TO WORK ON CONTRACT

- Disturbing the Peace
- Drunk Driving (Acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (Acceptable with a valid driver license)
- Trespassing

II. ACCEPTABLE TO WORK ON CONTRACT AFTER STIPULATED TIME (INCLUDING SIMILAR CONVICTIONS AND "ATTEMPT", ACCESSORY", AND "CONSPIRACY" TO COMMIT ANY OF THE CRIMES LISTED BELOW)

- Assault and Battery One year
- Malicious Mischief One year
- Prostitution One year
- Petty Theft Five years
- Receiving Stolen Property Five years
- Shoplifting Five years
- Manslaughter Five years
- Possession of Narcotics and/or Dangerous Drugs Five Years

III. DETERMINATION AFTER INVESTIGATION

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

IV. NOT ACCEPTABLE TO WORK ON CONTRACT (INCLUDING SIMILAR CONVICTIONS AND “ATTEMPT”, “ACCESSORY”, AND “CONSPIRACY” TO COMMIT ANY OF THE CRIMES LISTED BELOW.)

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft
- Mass Murder
- Rape, including Sexual Battery
- Robbery
- Sale of narcotics and/or Dangerous Drugs (Includes Intent to Sell)
- Welfare Fraud

I have read and reviewed this Criminal Conviction Information Notice and Certification. I understand that if I have any convictions, I am to report the conviction(s) on this sheet. This includes, but is not limited to, those offenses listed above.

In addition, I understand that I am to report all convictions that occur after the date I sign this Certification.

I understand that any omission or misstatement of material fact used to secure a position working on this Contract shall be grounds for my removal from working on this Contract regardless of the time elapsed before discovery and work performance.

I understand that the processing of a criminal background check is part of the selection process and that my continued work under this Contract is contingent upon the results of my background check.

☐ I HAVE NOT BEEN CONVICTED OF ANY OF THE ABOVE OFFENSES.

☐ I HAVE BEEN CONVICTED OF THE FOLLOWING OFFENSE(S):

Conviction Date: _____

☐ I am currently on probation/parole. End date: _____

☐ I am no longer on probation/parole. My probation/parole terminated on: _____

Signature

Date

Witnessed by: _____

Signature & Title

Date

GROW JOB SERVICES SAMPLE MONTHLY INVOICE

Invoice Date: _____ Invoice Number: _____

CONTRACTOR: _____

CONTRACTOR SSN/Taxpayer ID Number: _____

Invoice Month: From: _____ To: _____

1. Fixed Monthly Fee – Service Area #: _____ \$ _____

2. Fixed Monthly Fee – Service Area #: _____ \$ _____

Total Monthly Invoice Amount \$ _____

I certify under penalty of perjury that these charges are true and correct.

Financial Officer Signature Date Signed _____

Print Name

TO BE COMPLETED BY COUNTY CONTRACT ADMINISTRATOR (CCA)

Deductions:
Job Readiness Training Services

CONTRACTOR failed to meet the Standard Job Placement Rate of 15 percent:

Fiscal Deduction \$ _____

CONTRACTOR assessed the Bonus Payment Provision's fiscal deduction \$ _____

Other: _____ \$ _____

Total Deductions \$ _____

Total Due to CONTRACTOR \$ _____

CCA Signature Date Signed _____

**GROW JOB SERVICES
SAMPLE RECONCILIATION INVOICE
(ONLY FOR GOVERNMENTAL AGENCIES)**

Invoice Date: _____ Invoice Number: _____

CONTRACTOR: _____

CONTRACTOR SSN/Taxpayer ID Number: _____

Reconciliation Period: From: _____ To: _____

Actual Costs Reimbursement: (see detail attachment on pages 2 and 3)

A. Orientation & Job Readiness Training Actual Costs \$ _____

Sub-Total (Actual Costs without bonus payment) \$ _____

B. Bonus Payment \$ _____

C. Less Previous Payments \$ _____

Total Balance Due (A + B + C minus D) \$ _____

Contractor's Authorizing Name (print) Contractor's Authorizing Signature Date Signed

CCA's Authorizing Name (print) CCA's Authorizing Signature Date Signed

GROW JOB SERVICES SAMPLE BONUS INVOICE

MONTH: _____

BONUS PAYMENT - UPON DPSS APPROVAL

Total No. of Job Placements	No. of Job Placements meet 15% Standard	No. of Job Placements above 20% Standard	Claimed Bonus Amount	Total Bonus Amount Due

For instructions, please refer to Section 5.4, Job Placement Bonus Provision.

BONUS PAYMENT OR CREDIT DUE: \$_____

Number of attached employment verifications: _____

Contractor's Authorizing Signature	Date Signed
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CCA's Authorizing Signature	Date Signed
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**RECOMMENDED AGENCIES AND CONTRACT AMOUNTS FOR
GROW JOB SERVICES CONTRACTS**

AGENCY	SERVICE AREA	DPSS GR/GROW SITES	ANNUAL FIXED FEE	ANNUAL BONUS MAXIMUM	ANNUAL TOTAL	THREE-YEAR CONTRACT MAXIMUM (including bonus)
Managed Career Solutions, Inc.	1	San Gabriel Pomona Metro East	\$2,028,812	\$60,000	\$2,088,812	\$6,266,436
	5	Rancho Park Wilshire Special				
Weingart Center Association	2	Civic Center Metro Special	\$1,469,400	\$30,000	\$1,499,400	\$4,498,200
Jewish Vocational Service	3	San Fernando Lancaster	\$1,426,044	\$60,000	\$1,486,044	\$4,458,132
	6	Glendale Pasadena				
Los Angeles County Office of Education	4	Southwest Special South Central South Special	\$2,627,429	\$30,000	\$2,657,429	\$7,972,287
TOTAL			\$7,551,685	\$180,000	\$7,731,685	\$23,195,055